



AGENDA
RIO DELL CITY COUNCIL
CLOSED SESSION - 6:00 P.M.
REGULAR MEETING - 6:30 P.M.
TUESDAY, JANUARY 3, 2017
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:
 - 1) 2017/0103.01 - **Conference with Labor Negotiator – City Manager**
Concerning Labor Negotiations with Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees (Pursuant to Gov't Code §54957.6)
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION – 6:30 P.M.
- G. ORAL ANNOUNCEMENTS
- H. PLEDGE OF ALLEGIANCE
- I. CEREMONIAL MATTERS

- 1) 2017/0103.02 - Swearing in and Seating of Newly Elected Councilmembers
Sue Strahan and Frank Wilson
- 2) 2017/0103.03 - Election of Mayor and Mayor Pro Tem **(ACTION)** 1
- 3) 2017/0103.04 - Proclamation Acknowledging and Thanking Jack Thompson
for his Extraordinary Service to the Citizens of Rio Dell 4

J. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

K. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".

- 1) 2017/0103.04 - Approve Minutes of the December 6, 2016 Regular
Meeting **(ACTION)** 6
- 2) 2017/0103.05 – Approve Resolution No. 1316-2017 Accepting
Certification of Votes for the November 8, 2016 General
Election **(ACTION)** 23
- 3) 2017/0103.05 - Approve Letter of Support for Jack Thompson for
Appointment to the Citizens Advisory Committee on
Measure Z and authorize the Mayor to sign **(ACTION)** 30
- 4) 2017/0103.06- Adopt Resolution No. 1317-2017 Adopting the 2016/2017
Master Fee Schedule **(ACTION)** 32
- 5) 2017/0103.07 - Adopt Resolution No. 1318-2017 Amending and Adopting
Master Salary Table and Approve Employee Contracts for
Rio Dell Employees' Association and City Clerk **(ACTION)** 59

- L. ITEMS REMOVED FROM THE CONSENT CALENDAR
- M. SPECIAL PRESENTATIONS/STUDY SESSIONS
- N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
 - 1) 2017/0103.08 - 2017 Asphalt Paving Plan and Micro-Sealing with Related Authorization for the City Manager to Draft and Issue Proposal **(DISCUSSION/POSSIBLE ACTION)** 102
 - 2) 2017/0103.09 - Discussion Regarding California Public Resources Code §42700 on the Use of Recycled Materials in Public Works Projects **(DISCUSSION/POSSIBLE ACTION)** 113
 - 3) 2017/0103.10 - Consider River's Edge RV Park Sign Request **(DISCUSSION/POSSIBLE ACTION)** 115
 - 4) 2017/0103.11- Discussion Regarding Future Priority Setting Agenda for 2017 **(DISCUSSION/POSSIBLE ACTION)** 119
- O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS
 - 1) 20170103.12 - Second Reading (by title only) and Adoption of Ordinance No. 352-2016 amending Chapter 15.05 "Construction Codes" Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code **(DISCUSSION/POSSIBLE ACTION)** 120
- P. REPORTS/STAFF COMMUNICATIONS
- Q. COUNCIL REPORTS/COMMUNICATIONS
- R. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, January 17, 2017 at 6:30 p.m.*

675 Wildwood Avenue
Rio Dell, Ca 95562
(707) 764-3532



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Karen Dunham, City Clerk
THROUGH: Kyle Knopp, City Manager
DATE: January 3, 2017
SUBJECT: **Election of Mayor and Mayor Pro Tem**

RECOMMENDATION

1. Follow City Council Procedure To Elect a Mayor and Mayor Pro Tem.

BACKGROUND AND DISCUSSION

Resolution No.1127-2011 provides a procedure for appointments by the City Council for vacant positions on the City Council and Commissions and also establishes the procedures for selecting the Mayor and Mayor Pro Tem.

All Councilmembers shall be considered nominated for Mayor and Mayor Pro Tem unless a Councilmember chooses to decline nomination. Each term will be for two (2) years ending with the 2016 General Election.

Ballots will be provided at the meeting.

FISCAL IMPACT

No fiscal impact.

Attachments:

Resolution No. 1127-2011

RESOLUTION NO. 1127-2011
A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF RIO DELL PROVIDING A PROCEDURE FOR
APPOINTMENTS BY THE CITY COUNCIL
FOR VACANT POSITIONS ON THE CITY
COUNCIL AND COMMISSIONS

WHEREAS, the City Council is authorized under RDMC Section 2.55 to establish and by a majority vote appoint individuals to commissions, boards and committees; and

WHEREAS, City Council desires to use the same system to select the Mayor and Mayor Pro Tempore as is used to appoint individuals to commissions, boards and committees; and

WHEREAS, when vacancies occur on the City Council and Commissions, the City Council will vote to appoint replacements for the duration of the term (or for a full term when an election is planned and less candidates file than the number of seats that will become vacant); and

WHEREAS, the City Council desires that a set of procedures be in place to formally guide the voting process;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rio Dell that:

1. Upon notice of a vacancy, an application time period shall be designated whereby interested applicants may complete an application to fill the vacant seat.
2. Names of all qualified applicants shall be placed in nomination for the vacant Seat.
3. All Councilmembers shall be considered nominated for Mayor and Mayor Pro Tempore (with the exception of the newly appointed Mayor). Any Councilmember may decline nomination for Mayor or Mayor Pro-Tempore.
4. Applicants shall be given an opportunity to make a short presentation to the Council at a public meeting.
5. At a City Council meeting where the vacancy is ajenized, each Councilmember will write the name of the applicant of their choice, and sign their ballot.
6. The ballots will be passed to the City Clerk to be counted and announced by name and for whom they voted.
7. If an applicant receives 3 or more votes, that candidate is chosen for the vacancy. Otherwise, there will be a runoff ballot between the top 2 applicants. Applicants receiving 2 votes will be placed in the runoff, and a separate vote shall be held for those receiving 1 vote if only 1 applicant has 2 votes (i.e. 2,1,1,1).

7. In the case of ties, a revote will be held.
8. After 3 ties, the Council will declare that the item be continued and placed on the next regular agenda.
9. At the next regular or special council meeting where the continued item is agendized, the Council shall re-vote up to 2 more times in the same manner as described above. In the event there is still a tie vote, the Council will declare a deadlock and reopen the application process.

BE IT FURTHER RESOLVED, that the procedure for establishing a system for City Council appointments to commissions, boards and committees and procedures for the selection of Mayor and Mayor Pro Tempore as described in Resolution Nos. 416, 625, 700, and 822-1-2002 are hereby repealed and replaced with the procedure described above.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on this 6th day of September, 2011 by the following vote:

AYES: Woodall, Leonard, Marks, Thompson, Wilson
NOES: None
ABSENT: None
ABSTAIN: None

Attest:

Julie Woodall, Mayor

Karen Dunham, City Clerk

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*



January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Proclamation Acknowledging and Thanking Jack Thompson for his Extraordinary Service to the Citizens of Rio Dell

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Read the Proclamation
2. Present the Proclamation
3. Discuss the Proclamation
4. Open and Close Public Comment

BACKGROUND AND DISCUSSION

Proclamation is attached.

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PROCLAMATION

ACKNOWLEDGING AND THANKING JACK THOMPSON FOR HIS EXTRAORDINARY SERVICE TO THE CITIZENS OF RIO DELL

WHEREAS, the City of Rio Dell has been a duly incorporated City in the State of California since 1965; and

WHEREAS, JACK THOMPSON is an honorable and hardworking man with a long history in and around Rio Dell as a professional and as a dedicated father, husband and grandfather; and

WHEREAS, JACK THOMPSON has served the citizens of Rio Dell since the year 2000 as a member of the Planning Commission, City Council and as our Mayor; and

WHEREAS, JACK THOMPSON also represented the citizens of Rio Dell on various committee assignments including the Humboldt Waste Management Authority, Humboldt Transit Authority, Redwood Coast Energy Authority, Local Agency Formation Commission, Redwood Region Economic Development Commission, Humboldt County Association of Governments, and the Humboldt – Del Norte Hazardous Materials Response Authority; and

WHEREAS, JACK THOMPSON has always been a fierce and loyal defender of the public interest, being a key player in reforms at City Hall and the Humboldt Waste Management Authority that protected the public and increased the efficient operation of local government; and

WHEREAS, JACK THOMPSON sets an example for all to follow in his willingness to transparently advocate for his opinions, consider all sides of an argument and incorporate facts into his decision-making process; and

WHEREAS, the City Council of the City of Rio Dell wishes to thank Jack for his many contributions to the community, dedication to public service, kindness and good humor.

NOW, THEREFORE, BE IT PROCLAIMED on this 3rd day of January, 2017, by the City Council of the City of Rio Dell that we do acknowledge the works of **JACK THOMPSON** as a former member of the City Council, Planning Commission and Mayor of the City of Rio Dell, and most sincerely thank him for his extraordinary service.

MAYOR

**RIO DELL CITY COUNCIL
REGULAR MEETING
DECEMBER 6, 2016
MINUTES**

The closed session/regular meeting of the Rio Dell City Council was called to order at 5:00 p.m. by Mayor Wilson.

ROLL CALL: Present: (Closed Session): Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson

Others Present: City Manager Knopp and City Attorney Gans

(Regular Meeting): Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson

Others Present: City Manager Knopp, Finance Director Woodcox,
Community Development Director Caldwell and City Clerk
Dunham

Absent: Chief of Police Hill, Water/Roadways Superintendent Jensen and Wastewater Superintendent Trainee Yaple (excused)

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

Public Employee Performance Evaluation - Title: City Manager

Conference with Labor Negotiator – City Manager Concerning Labor Negotiations with Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees

Conference with Designated Representative, City Manager, Kyle Knopp

The Council recessed into closed session with the City Manager and City Attorney at 5:02 p.m. to discuss the above matters.

The Council reconvened into open session at 6:30 p.m. Mayor Wilson announced there was no reportable action taken in closes session.

Mayor Wilson called for a moment of silence due to the recent loss of former City Councilmember Mike Dunker.

Councilmember Thompson stated that he served on the Council with Mr. Dunker for approximately 4 years and that he was a person who was very particular when it came to accuracy of numbers. He commented that he had a number of health problems while serving on the Council but hung in there anyway. He expressed sincere condolences on behalf of the Council and thanked the family for his devoted service to the community.

CEREMONIAL MATTERS

Proclamation in Recognition of Human Rights Awareness Month

Mayor Wilson read a proclamation in recognition of December 2016 as Human Rights Awareness Month. Richard Leamon, a representative of the Humboldt County Human Rights Commission was present to receive the proclamation. He spoke briefly on the subject of human rights and announced that the Humboldt County Human Rights Commission has started an outreach program to listen to people and address some of the problems and issues that currently exist throughout the County and encouraged Rio Dell residents to participate.

PUBLIC PRESENTATIONS

Jim Brickley addressed the Council on behalf of the Rio Dell-Scotia Chamber of Commerce with regard to Christmas lights at Memorial Park and said the City Manager at the last Chamber meeting mentioned that there would be no lights on at Memorial Park this year as they were in need of replacement. He suggested as a short-term solution to purchase small spot lights to shine up on the trees in lieu of replacing the lights this year. He quoted an estimated cost of \$370 and said perhaps some local donations could be obtained.

City Manager Knopp commented that he talked with staff and this would be a cheap alternative to putting up all new lights and as such, staff would like to try and make it happen.

Mayor Wilson read a letter that he received from a 4th grade student who attends Frank Otis Elementary School in Alameda, California asking for information about the City and said the City will be responding by sending her an autographed picture of the City Council, along with City memorabilia so she can share it with her class.

CONSENT CALENDAR

Councilmember Thompson pointed out a typographical error to the staff report on page 22 of the packet stating the expiration date of employee contracts should read June 30, 2015 rather than June 30, 3015.

Mayor Wilson then removed Item 2 from the Consent Calendar, *First Amendment to the City Manager's Employment Agreement*, for separate discussion.

Motion was made by Johnson/Garnes to approve the consent calendar including approval of minutes of the November 15, 2016 regular meeting; approval of a second amendment to the Finance Director's Employment Agreement authorizing the City Manager to sign; adoption of Resolution No. 1315-2016 amending and adopting a Master Salary Table and approving employee contracts for the Rio Dell Police Officers Association, Chief of Police, Community Development Director, Water/Roadways Superintendent and Wastewater Superintendent

Trainee, and to receive and file the Check Register for October and November 2016. Motion carried 5-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Approve First Amendment to the City Manager's Employment Agreement Authorizing the Mayor to Sign

Mayor Wilson referred to staff's recommendation to extend the City Manager's contract to July 21, 2019 and expressed concern that when looking at other employee contracts, they are set to expire June 30, 2017. He said he believes that with a new city council coming in and all the things before the Council at this time he feels the Council needs to look at the structure of the City and decide whether there is a need for a full-time City Manager, a City Manager/Public Works Director, or something entirely different. He said a lot of the City Manager's time is dedicated to other functions such as water (35%) and sewer (35%) so there is a lot to be closely looked at and studied and vetted out through the financial process. He said rather than do that now, he would like to see the contract extended to early 2017 so it can be done right.

Mayor Pro Tem Johnson stated that he has no problem with extending the City Manager's contract to 2019 and would like to assure continuity of a high-quality City Manager long into the future and also so the Council doesn't have to worry about this one employee contract for a couple years down the road.

Councilmember Thompson agreed and pointed out City Manager's need to be familiar with California law and that it takes a couple of years to really get into the swing of things. He said with the reorganization of the City Council he thought it was a good idea to extend the contract to 2019. He noted that he has been on a lot of boards and commissions and often times when someone is brought in from out of state, it doesn't work because they are not familiar with California law. He added that he doesn't feel the City Manager's contract should be connected to other employee contracts because the City Manager serves at the pleasure of the majority of the City Council. He added that by extending the contract out to 2019 it gives everybody the opportunity to do the best that can be done for the City of Rio Dell.

Councilmember Marks commented that he thinks it is fair to hold off extending the contract until after January so the new City Council as a whole can discuss it since it doesn't expire until July 2017 anyway.

Councilmember Garnes stated that she was okay with the 2019 expiration date.

Mayor Wilson called for public comment on the proposed contract.

Sue Strahan addressed the Council and said part of her campaign in running for City Council had to do with the City Manager's salary of \$113,000 plus benefits which brings it to almost \$150,000. She noted that the average median income in Rio Dell is only \$42,000 so that

brings his salary to over three times what the median income is in the City. She said for a small City with a population of 3,500 and a staff of 17, she feels the salary is over and above what it should be and it's time to take a look at these things. She questioned the sudden urgency to extend the contract when it doesn't actually expire until July, 2017 and said the Council should wait until it's closer to that date so it can be closely reviewed. She added that it is nothing personal against the City Manager but this is a business and should be run as such.

Motion was made by Johnson/Thompson to approve the first amendment to the City Manager's employment agreement extending the term of the contract to July 21, 2019 and authorizing the Mayor to sign.

An alternate motion was then made by Wilson/Marks to table the extension of the City Manager's contract until after the first of the year. Motion failed 3-2.

Mayor Wilson called for a vote on the original motion to approve the amendment. Motion carried 3-2; Mayor Wilson and Councilmember Marks dissenting.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Discussion on Section 2.60.020 of the Rio Dell Municipal Code (RDMC) Pertaining to Planning Commission Membership

City Manager Knopp stated that this item comes before the Council at the request of Councilmember Garnes and concerns the membership of the Planning Commission.

Councilmember Garnes stated that as City Councilmembers or Planning Commission members, they are bound to the rules of the Brown Act. She said that perception is a reality and pointed out that councilmembers can't even ride in the same car or meet for lunch without worrying about the perception of violating the Brown Act. She said what has happened now is that there is a Councilmember and a Councilmember elect who have spouses on the Planning Commission as well as the current Mayor having very close family ties with the Councilmember elect. She expressed concern that this lends itself inadvertently to Brown Act violations and said since everyone makes a big deal about how things are perceived; she thinks the language should be amended to add that a Councilmember and a Planning Commissioner cannot be in the same family group.

She explained that at the time the Council appointed Melissa Marks to the Planning Commission, there were no other volunteers and since that time there have been numerous people expressing interest in serving. As such, she thinks it would be in the City's best interest, especially from a perception stand point if the composition of the City Council and the Planning Commission did not include members from the same family group.

Mayor Pro Tem Johnson asked the Community Development Director how the Planning Commission meetings have been going with regard to the involved members making strong contributions to the Commission.

Community Development Director Caldwell said both Commissioners Marks and Strahan have been very active and are making solid contributions as planning commissioners.

Councilmember Garnes clarified that she has no issues with them personally but rather fears the appearance of potential issues.

Councilmember Marks stated that he doesn't have a problem with the current policy and if someone perceives there is a Brown Act violation they need to prove it.

Councilmember Thompson commented that the Brown Act at various times has been violated because there have been times when the public seems to know things he didn't even know. He said he's not sure how to prevent that from happening but the Council might want to think about a policy whereby if there are several volunteers for a position and one or more happens to be a family member of a person on the Council, that preference be given to those applicants with no close family ties. He said he realizes that it would be difficult to not let things slip when talking to a spouse but doesn't think the policy should prohibit family members from applying for a board or commission.

Mayor Wilson said that he consulted with the City Attorney on this issue and asked specific questions regarding Brown Act violations and he explained that two Councilmembers can discuss City business and not be in violation. He said it is an absolute given that spouses obviously talk but he knows that Melissa Marks is very staunch with regard to being adherent to the Brown Act. He pointed out that if the two couples in question were to get together and talk, they would not be in violation of the Brown Act. He said as the City Attorney explained the Planning Commission serves at the pleasure of the City Council and at any time the Council decides to do so, a Commissioner can be removed from office. If that were to happen, that person could bring forward a suit against the City and if it went before the Court of Appeals they would likely lose as it is the Council's purgative unless the reason is deemed to be unconstitutional or violates a person's human rights.

He commented that the current policy has been in place for years with no apparent issues and even though there may be sufficient volunteers to serve now, it may not always be the case.

Mayor Wilson called for public comment on the issue.

Melissa Marks addressed the Council and said she understands the concern but pointed out that most of the issues before the Planning Commission are heard in an open forum so it's a matter of public knowledge. She said as the Council is aware, she was not in favor of the

Marijuana Ordinance nor was Commissioner Long yet on the night of the vote by the Commission, they both voted for it which shows they were taking their jobs seriously by carefully reviewing the ordinance and trying to come up with the best document they could before turning it over to the Council to further review and make it even better. She said had they not voted for it, it would not have moved forward to the Council. She said by volunteering to serve on the Commission, she is just trying to do what she can to help. She pointed out that there was no Planning Commission meeting last month because they didn't have a quorum so there is still sometimes a problem with having a full Commission for the meetings.

She said whatever the Council decides regarding the membership policy is fine with her but reiterated that she believes that she has been doing the best job she can do and if there is a problem or perception of a problem she would hope it would be brought forth to the City Council.

Sharon Wolff commented that the way she takes this discussion is that there is not a problem now but more as an attempt to make sure there is not a problem in the future. She said to try and prove there has been a violation of the Brown Act between a married couple; it's more like try and prove there hasn't been. She thought it would be good to disclose it and discuss it in an open forum at such time a family member of an existing Council person or Commissioner is being considered for appointment because not everyone knows the relationships of people in the City.

Tom Bertain stated that he is not opposed to someone being on the City Council with a spouse on the Planning Commission. He said it's a matter of integrity of that particular couple and they need to have the best interest of the City when making decisions. He said if membership is limited or prohibited when it comes to family members, the City may be losing out on someone with great input, experience, historical perspective and cultural background of our City.

Richard Newman mentioned the perception of seeing Councilmembers together in public and said it wouldn't bother him to see all five councilmembers having breakfast together and doesn't see it as a conflict of interest but rather as friends out spending time together whether they are councilmembers or not.

Mayor Wilson re-emphasized that having a Councilmember and Planning Commissioner in the same family is not a violation of the Brown Act and said that hopefully with this election cycle the League of California Cities will coordinate training with the other local jurisdictions on the Brown Act and other important topics. He said it is important to remember that as a Councilmember or Commissioner you need to behave knowing you are under a certain degree of scrutiny as public officials. He commented that he knows that this City Council and City Council's before have respected that.

His personal opinion was to leave well enough alone with regard to the membership policy and if there is a question of perception, that it be brought forward to the Council to deal with. He pointed out that the City Council is elected by the people whereas the Commission is appointed by the City Council; so if there is any kind of indiscretion, it's the Council's duty to address it.

Councilmember Thompson questioned whether a Councilmember can vote on the appointment of a family member on the Planning Commission and likewise vote on the removal of a Commissioner.

Mayor Wilson said he would expect that Councilmember to recuse him/herself from participating in the appointment process or if there is anything that even remotely appears as a conflict of interest they should step down or consult with the City Attorney.

Councilmember Garnes commented that everyone makes a huge deal about the Brown Act and that's why she brought the subject up. She reiterated that she doesn't have a problem with any specific Councilmember or Commissioner or suspects any wrong doing but felt it should at least be discussed. She said now that it has been addressed, she is ready to move on.

Mayor Wilson stated that from his perspective this is the way the Council should address issues and pointed out that it's been a long hard ride the past six months and that the Council needs to get it together and conduct business in a civil manner and do whatever needs to be done to make the City work. He said he realizes that people have strong opinions and he appreciates the spirit of the communication that has occurred.

Authorize City Manager to Execute Contract with W-Trans for the Sawmill Annexation Area Traffic Impact Study

City Manager Knopp introduced this item and said it is an exciting time with the development that is proceeding at the Sawmill Annexation area and said the Traffic Impact Study is just one of the hurdles to cross.

Community Development Director Caldwell provided a staff report and said as the Council is aware, in 2008 when the Sawmill area was annexed into the City, one of the mitigation measures was to require a traffic study for any industrial commercial projects exceeding two acres or 10,000 sq. ft. of building area. He said the study must show all onsite improvements and any improvements to the existing Highway 101 intersections and then be submitted to the City and Caltrans for review. He said the potential developers were made aware of this and a bid was obtained from W-Trans out of Santa Rosa who has a very solid reputation up and down northern California for this kind of work. He reported the quote came in at \$15,100 to do the required Traffic Study which staff believes is reasonable given the cost to do these types of studies today. He noted that three of the developers have stepped up and offered to pay for the Traffic Study and with that staff is asking the Council to authorize the City Manager to

execute the contract so the Traffic Study can begin which will take approximately 8-10 weeks. He said once the Traffic Study is completed, staff can address the needed improvements at the Sawmill Annexation area in order to facilitate the development.

Mayor Pro Tem Johnson stated that he understands a \$5,000 check was already received from one of the developers.

Community Development Director Caldwell noted that two \$5,000 checks were actually received and the third was expected to be received in the next day or so. He explained that the three developers footing the bill for the Traffic Study will be reimbursed by the other developers based on each project's traffic count. In order for them to get their projects going, they realized the need to get the Traffic Study done as soon as possible.

Mayor Wilson asked for clarification as to whether the City would be responsible for any portion of the cost of the Traffic Study.

Community Development Director Caldwell explained the total cost will be shared among all of the developers and based on the number of parcels (12) the cost will be about \$1,300 each but each developer will pay their fair share based on the traffic count for their particular project.

Mayor Wilson called for public comment on the Traffic Study contract.

Sue Strahan asked if only one bid was received.

Community Development Director Caldwell commented that staff didn't actually solicit bids and contacted W-Trans due to their great reputation doing this type of work on the north coast and their excellent working relationship with Caltrans. He commented that there was one developer that wanted to use a local engineering firm but staff advised against it because they wanted to break the traffic study up project by project which in the end would take a lot more time and cost a lot more money.

Motion was made by Johnson/Thompson authorizing the City Manager to execute the contract with W-Trans for the Sawmill Annexation Area Traffic Impact Study (TIS). Motion carried 5-0.

Discussion Regarding December 20, 2016 Regularly Scheduled Meeting

City Manager Knopp stated that this item is before the Council at the request of Councilmember Garnes and is related to the need to have or not have the regularly scheduled City Council meeting on December 20, 2016. He said it is his understanding that in the past there has been a precedent to cancel the second December meeting provided there are no urgent matters to come before the City Council since it is so close to Christmas. He said the decision is ultimately up to the Council and noted that there are no urgent agenda items pending at this time that can't wait until January 3rd.

Mayor Pro Tem Johnson commented that he had no preference either way.

Councilmember Marks said he would like to hold the meeting so the new City Councilmembers can be sworn in and seated so on January 3rd, the Council can go to work without worrying about any ceremonial matters.

Councilmember Garnes commented that she has two out of the area meetings, one on December 19th in Sacramento and one on December 21st so she would have to drive down on Monday, back on Tuesday for the meeting then drive back down on Wednesday for another appointment. She said she would like to avoid having to do that if she can.

Mayor Wilson commented that the agenda on December 20th could be narrowed down to perhaps the swearing in of the new Council and the selection of Mayor and Mayor Pro Tem but he would like to have the whole Council present for that. He said rather than make Councilmember Garnes drive all those extra miles, he would agree to cancel the meeting on the 20th and hold off on those things until the January 3, 2017 regular meeting. Council concurred.

ORDINANCES/SPECIAL RESOLUTIONS

Resolution No. 1311-2016 Establishing Cannabis Activity Permit Fees

Community Development Director Caldwell provided a staff report and explained that language was included in the Commercial Medical Cannabis Land Use Ordinance (CMCLUO) to allow the City to establish fees to recover the cost of administering the CMCLUO and the State's Medical Cannabis Regulatory and Safety Act (MCRSA).

He indicated that fees vary dramatically throughout the state but it appears that the larger the jurisdiction, the larger the fees are. He commented that the Sawmill Annexation Area is approximately 225 acres which is approximately the same size as Arcata's Medical Marijuana Innovation Zone so it seems reasonable to consider Arcata's fees.

He continued with review of Arcata's fee schedule and said with the exception of the Transfer of Ownership (\$500) and Change of Mailing Address (\$300), staff believes the fees are fair and appropriate for Rio Dell. He suggested a fee of \$100 for the Transfer of Ownership and a fee of \$50 for the Change of Mailing Address. He said staff is also recommending an additional Administrative Permit Fee of \$100 for the Police Department to review the required Background Checks.

Community Development Director commented that he spoke with probably 90% of the developers and they are comfortable with the proposed fee schedule and staff anticipates some applications coming in as soon as next week.

Councilmember Thompson expressed concern about the recommended \$100 fee for the

required Background Check and estimated the cost to be closer to \$1,200. As such, he suggested the fee schedule read "\$100 or actual cost."

Community Development Director Caldwell explained the \$100 is just for the Police Department to review the live scan; not to actually do the background check. He explained that Fortuna Police Department does live scans for \$45 then the City charges the \$100 to review the scan.

Mayor Wilson stated that he would like it stated in the minutes that this is a living document and subject to change as State and other regulations change.

Mayor Wilson called for public comment on the proposed fees.

Sue Strahan asked if all overhead costs for staff time is included in the fees.

Community Development Director Caldwell stated that is what the annual operating fee of \$4,000 is for and that currently there is a potential for 12 permits so staff is anticipating generating roughly \$50,000 annually in Cannabis Activity Permit Fees to basically cover his time for the administration and inspections.

He noted that Building Permit fees are separate which will be substantial.

City Clerk Dunham indicated the estimated cost for a building permit to construct a 10,000 sq. ft. structure is close to \$20,000 not including water connection fees.

Motion was made by Johnson/Garnes to adopt Resolution No. 1311-2016 *Establishing Fees Governing the Issuance, Administration, Monitoring and Enforcement of Commercial Medical Cannabis Activity Permits in the City of Rio Dell*. Motion carried 5-0.

Resolution No. 1312-2016 Related to Suspension of Phase Two of Water Rate Adjustment with Expiration Date of December 314, 2017

City Manager Knopp provided a staff report and said the City Council had a goal setting session for the Water Department on August 4, 2015 including a presentation from staff, consultants from the Rural Community Assistance Corporation (RCAC) and the City's Engineer. He said at that time the Council was provided with various 5-year planning scenarios that included setting funding goals for the water system. He said ultimately what the Council opted for was Funding Goal 2 which established a goal to set aside a grant match over five years to leverage potential grant funding for replacement of ageing water system infrastructure.

He further explained that in implementing the water rates, the Council opted to phase in the increases over multiple years. Under the adopted rate plan, on January 1, 2017 the base charge will increase from \$40.06 to \$46.63 and the volumetric unit cost will increase from

\$2.61 to \$3.04 per unit resulting in the average bill increasing from \$53.11 per month to \$61.83 per month.

Upon staff's review of various factors, it was determined that water revenues are higher than anticipated due to the decline in the drought and increased water usage. Also, the City's Median Household Income (MHI) has declined from \$42,829 to \$39,692 according to U.S. Census data making it more likely that a supplemental MHI Study could result in the City being classified as "Severely Disadvantaged" by the State and closer to a lower or no grant match requirement. He said for these reasons, staff is recommending a one-year suspension in implementing the second phase of the water rate increase to allow further study of these factors.

Staff explained the proposed resolution simply suspends the phase two rate increase scheduled for January 1, 2017 to January 1, 2018 unless the Council takes action to adopt another suspension.

City Manager Knopp clarified that the water fund is stabilized and has generated enough revenue for operational expenses noting that Phase one of the rate structure has made the City eligible for a Proposition 1 grant that would cover approximately 80% of the cost for water related capital projects. As such, the suspension of the Phase two rate increase would have no impact on the City's current eligibility for Proposition 1 grant funding.

Mayor Pro Tem Johnson commented that sometime during the upcoming year he would like the Council to address the risks and rewards in the City doing a Median Household Income (MHI) Study.

City Manager Knopp stated that there are certainly potential risks in doing a MHI Study and agreed to bring back information to the Council on the best way to proceed.

Discussion continued regarding potential water revenue generated from the new businesses within the Sawmill Annexation area.

Community Development Director Caldwell stated that one of the concerns with development in that area is fire suppression and explained that these operators are not obligated to connect to City water as they have the option of drilling their own well.

Mayor Wilson called for public comment related to the proposed water rate suspension.

Sharon Wolff asked for clarification as to whether the Phase two rate increase is separate from the annual 3% cost of living increase.

City Manager Knopp explained that the rate increase under discussion is separate from the 3% annual increase but this resolution would hold the current rates as they are and there would be

no 3% annual increase.

Julie Woodall stated that without the rate increase there will be enough to cover operational expenses but nothing will be set aside for capital improvements. She questioned why the Council wouldn't want to proceed as planned with the increase because even if the City is successful in getting grants that water revenue could be used for other needed improvements. Also there is no guarantee with regard to getting grant funding.

City Manager Knopp explained if the City is successful in pulling down significant Prop 1 funds, there still remains a backlog of other needs in the system. Even this just catches up with the most aged components of the distribution system that pre-dates the incorporation of the City. He said in this case the goal is to make sure the rates meet the objective of the City Council and to be able to accomplish it in the most efficient method and to justify every step. He agreed the needs of the water system far out stretch what is available here but what the Council is trying to do is focus on the 5-year plan and start taking a bite out of the improvements.

Julie Woodall commented that by suspending the increase now the increase next year will be even bigger and it seems that has been the Council's problem all along; being afraid to make the necessary rate adjustments until the situation became critical resulting in large increases.

Mayor Wilson commented that at the last meeting there was discussion regarding the 5-year grant funded plan to do water capital improvements and the question was raised regarding what is going to be done in the meantime while waiting for the grant to materialize because the pipes are only getting worse. He said the Council keeps telling people that something is going to get done to improve the water system and money is being put aside for the grant match but nothing is being done now. He added that staff is talking about going after a grant to do a comprehensive study but the Public Works Department has to already know where the problem areas are. He suggested identifying one street such as Birch St., then go out dig it up, replace water lines, replace sewer lines then cover it up so then that stretch of the distribution system is done. Once that is done, then move on to other streets in the same manner. He said whatever it is; something needs to be done to show ratepayers some kind of results. He said by continuing to put money aside and never doing anything is not the best approach in his opinion.

Mayor Pro Tem Johnson pointed out that the City is spending \$35,000 this year on replacement of the water line on Old Ranch Road which is something that has been kicked down the road for probably 40 years and the City is finally solving that problem.

Mayor Wilson commented that Old Ranch Road is not the City of Rio Dell and in the meantime the citizens of Rio Dell are not getting their 40 year old pipes replaced unless under emergency situations.

Mayor Pro Tem Johnson stated that one problem with doing a complete reconstruction of a street like Birch St. is that there is no street money to go in a rebuild it.

Mayor Wilson said he doesn't have the answer as how to accomplish this but what he is saying is that you build up revenue in the water fund then the Water Superintendent and perhaps the City Engineer need to get together and focus on a plan to get something done instead of just talking about it.

City Manager Knopp disagreed with the characterization that nothing is getting done in the City noting that just today the public works crew was out repairing water leaks. He said there needs to be an overall plan and noted that the City is required to pay appropriate wages for these projects and spreading out these projects is not necessarily the most efficient use of ratepayer dollars. He added that in order to accomplish the City Council's goals to improve the system, there needs to be a comprehensive plan and probably one large contract so as to maximize mobilization costs.

Councilmember Thompson said the City is building up the water fund and reaching out and trying to secure grants which don't have to be paid back so he is in support of stepping back, getting grant funding so water rates can be reduced in the future. He said if the City spends \$50,000 on a project and another \$50,000 on another it's not a good use of those dollars. He said the goal of the Prop 218 increase was to get in compliance with the State to be able to get 100% grant funding for much needed water improvements. He said what he is hearing is that the Mayor wants to charge ratepayers more in the future in order to make them happy now by showing them something is getting done now.

Mayor Wilson acknowledged that repairs are occurring but said there are plenty of projects to do in the City. He said he doesn't have a specific number tonight but said the Council needs to look at priorities, think it out and determine the cost to do a particular project, plan it out and accomplish a project that in the short-term has long-term effects. He said if you take the worst leaking pipe and fix it then that's one that won't pop up with leaks tomorrow because it's fixed right the first time. He stated that the Council needs to show the ratepayers that there is a plan in moving forward as opposed to the way it's gone in the past. He commented that by delaying projects the costs will only go up, resulting in even higher rate increases.

Councilmember Thompson disagreed and said basically what the Council will be doing is walking away from grant funding. He said the City should continue to make the necessary repairs to the system but noted that there is 50,000 feet of galvanized pipe that needs to be replaced and if funds are used to do portions of projects here and there, the City won't get grant funding and water rates will go through the roof. He said the focus should be to design a plan, move into operation of that plan, secure grant funding and complete the overall project. He said if it takes five years longer then so be it because it will save rate payers a lot of money in the long run and that's what the goal should be; to get the water rates down to a reasonable amount.

Councilmember Thompson pointed out that in the last 15 years the City has probably received \$12 to \$15 million in grants which is that much less the rate payers had to absorb. He said there is around 50,000 feet of galvanized pipes that need to be replaced and if the City doesn't get grants the rates will go even higher. He said the goal should be to secure grants, design a project and do it all at once rather than piece meal it which will save rate payers in the end.

Mayor Pro Tem Johnson said as far as planning, the City Council started well over a year ago with the Prop 218 process and wants to further define a plan with the State Water Resources Control Board which makes good sense to him. He said if the City can get 80% or 90% funding to complete any project they should pat themselves on the back. He added that to tear up, for example Sequoia Ave. to put in a 2 inch upgraded water line because the existing has patches and use 100% of City funds with no grant money just doesn't make sense.

Councilmember Garnes said if the Council decides to go ahead with the scheduled rate increase and the money goes into the water fund until such time a comprehensive plan is developed and grant money is secured, asked if the money that comes in between now and then if it will be functionally used or just sit there waiting for potential grant funding.

City Manager Knopp explained that what is being set aside is a grant match so it would be set aside until there is a use for it the City will need to have a comprehensive plan for use of the money because the State will ask for a plan to utilize the money as they don't just hand it over. He explained to do a pay-go system as perhaps the Mayor is recommending, the ratepayers cover 100% of the cost of the project whereas right now, the city is eligible for 80% and potentially 100% of the costs to be covered provided it is a well thought out plan and strategically implemented rather than a project that is piece-mealed out. He said as Councilmember Thompson pointed out, it will save the ratepayers a tremendous amount of money.

Discussion continued regarding the downside to suspending or not suspending the scheduled rate increase.

City Manager Knopp said the decision is ultimately up to the council either way. He explained that suspension of the increase would result in a \$160,000 reduction in water revenue for the year. He said how the City gets to the financing package specifically and how the grant match is administered is another discussion for the Council and may include a short-term loan but the point is that there is a plan set aside to come up with a grant match which is good enough for the State.

Mayor Wilson asked what is budgeted for repairs and upgrades.

Finance Director Woodcox said that \$64,000 was budgeted this year in Water for repairs, equipment and operational costs.

City Manager Knopp pointed out that prevailing wage must be paid on these projects so \$64,000 doesn't go far.

Councilmember Marks commented on the 5-year plan and said if the Council skips this increase the funds will fall short. He suggested the Council follow the plan as adopted and if the coffer spills over then back off but one year tells nothing.

Mayor Pro Tem Johnson said that he has no problem generating money for Capital Improvements and whether the Council defers the increase or not is not a deal breaker for him.

Mayor Wilson asked if the scheduled increase is implemented if a percentage of that increase goes into Water Capital as well; the answer was yes.

Motion was made by Wilson/Marks to table the suspension of the Phase two water rate adjustment. Motion carried 5-0.

Conduct first reading (by title only) of Ordinance No.352-2016 amending Chapter 15.05 "Construction Codes" Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC)

Community Development Director Caldwell provided a staff report and explained it is routine for staff to bring to the Council every three years, update of the new building codes. He said the proposed ordinance amends Chapter 15.05 of the RDMC and adopts the 2016 California Building Codes.

He said included with the adoption of the California Building Standards Code is the 2015 International Property Maintenance Code which provides the City authority to abate structures that are imminent hazards to the public in a quick and efficient manner. Staff also is recommending amending the penalty provisions, Section 15.05.050 of the RDMC increasing the penalty from \$500 to \$1,000 to be consistent with the penalty provisions of the Nuisance and Zoning regulations.

A public hearing was opened to receive public input on the proposed ordinance.

There being no public comment, the public hearing was closed.

Motion was made by Garnes/Marks to approve the introduction and first reading (by title only) and adopt *Ordinance No. 352-2016 amending Chapter 15.05, "Construction Codes". Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC)* and continuing consideration, approval and adoption of the proposed Ordinance to the meeting of January 3, 2017. Motion carried 5-0.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written City Manager update of recent activities and events (Attachment 1 to these minutes), and said the contract for the Old Ranch Road project is ready to be signed; reported on the Annual E-Waste Event hosted by HWMA and said for the first time ever, the event actually lost money (\$800) due to low participation; reported the City got a surprise inspection from Air Quality with no major problems encountered; and the City's NPDES Permit is currently being reviewed at the Regional Water Resources Control Board.

Mayor Pro Tem Johnson said the E-Waste Event has been very successful in the past and asked the reason for the event losing money this year. He also asked if the event was adequately advertised.

City Manager Knopp commented that part of the reason is that costs have increased but primarily it was due to the low turnout. He said it is his understanding that HWMA is working on a solution with Eel River Disposal with regard to the E-Waste event in the future. He said the event was advertised but the numbers of participants has steadily declined over the past few years.

Mayor Wilson said part of the reason is that Eel River Disposal now takes e-waste for free.

Finance Director Woodcox reported business as usual in the finance department.

Community Development Director Caldwell reported on recent activities and events and said a Request for Qualifications (RFQ) went out for the ADA project at City Hall but unfortunately only received one response which was from Whitchurch Engineering. Because of the fact that one response was received staff will have to work with HCD in Sacramento and slightly modify the City's procurement process. He also announced there will be a Special Planning Commission meeting on December 13th and the Commission will revisit the Cargo Container issue, have discussion on potential changes to the ordinance regarding the use of wells for cultivation, and will consider a lot line adjustment application for Dennis Wendt. He also reported that he will be attending a workshop in Folsom on December 12th regarding new changes to the Building Code.

He also announced that Jim Box will be resigning from the Sculpture Committee but Adam Dias has expressed interest in serving and hopefully the appointment can be made at the January 3, 2017 Council meeting. He also commented that Dennis Wendt has indicated that he may be willing to donate a sculpture for the median.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Johnson asked the City Manager to coordinate with Chief Hill and schedule a Nuisance Committee meeting.

ADJOURNMENT

**DECEMBER 6, 2016 MINUTES
Page 17**

Motion was made by Johnson/Garnes to adjourn the meeting at 8:30 p.m. to the January 3, 2017 regular meeting. Motion carried 5-0.

Frank Wilson, Mayor

Attest:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562



STAFF REPORT

TO: Rio Dell City Council
FROM: Karen Dunham, City Clerk
THROUGH: Kyle Knopp, City Manager
DATE: January 3, 2017
RE: Accepting Certification of Votes

RECOMMENDATION

Approve Resolution No. 1316-2017 Accepting the Certification of Votes for the November 8, 2016 General Election.

BUDGETARY IMPACT

None

BACKGROUND AND DISCUSSION

The Humboldt County Elections Department officially certified the votes cast in the November 8, 2016 General Election on December 6, 2016. The Resolution accepts the vote count and recognizes the election of the two (2) candidates as Councilmembers Elect for four year terms ending with the 2020 General Election. The Resolution also recognizes the passage of Measure T, the Commercial Activity Advisory Measure.

ATTACHMENTS:

Resolution No. 1316-2017
Official Vote Count

RESOLUTION NO. 1316-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
ACCEPTING THE CERTIFICATION OF VOTES FOR THE
NOVEMBER 8, 2016 GENERAL ELECTION**

WHEREAS, the Humboldt County Election Division has officially certified the votes cast in the November 8, 2016 General Election for the City of Rio Dell for Rio Dell City Councilmembers and Measure T: Commercial Cannabis Activity Advisory Measure as:

Frank Wilson	-	534	31.12%		
Susan Strahan	-	664	38.69%		
Bryan Richter	-	496	28.90%		
Measure T	-	572	Yes	53%	
		499	No	47%	

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIO DELL DOES HERewith
RESOLVE:**

To accept the vote count as certified by the Humboldt County election Division
(copy attached); and

To recognize the election of the two candidates as Councilmembers Elect for a four year
term or as otherwise prescribed by law; and

To recognize the passage of Measure T; an Advisory Ballot Measure for approval or
disapproval of permitting cannabis activity in the City of Rio Dell having received the
required simple majority of affirmative votes.

PASSED AND ADOPTED this 3rd day of January, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the
above to be a full, true and correct copy of Resolution No. 1316-2017 adopted by the
City Council of the City of Rio Dell on January 3, 2017.

Karen Dunham, CMC

**Certificate of Results of Canvass
November 8, 2016
Presidential General Election
Rio Dell City Councilmember**

STATE OF CALIFORNIA)
) SS
COUNTY OF HUMBOLDT)

I, Kelly E. Sanders, Registrar of Voters of the County of Humboldt, do hereby certify that pursuant to the provisions of Section 15301 et. al., of the California Elections Code, I did canvass the return of votes cast in the November 8, 2016, Presidential General Election, and that the Statement of Votes Cast to which this Certification is attached shows the total number of votes cast and the total number of votes cast for each candidate and/or measure in each respective precinct therein and that the totals for each candidate and/or measure are true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this 6th Day of December, 2016.

KELLY E. SANDERS
REGISTRAR OF VOTERS

Signed:  (Deputy)

Canvass Report — Total Voters — Official
HUMBOLDT COUNTY — PRESIDENTIAL GENERAL ELECTION — November 08, 2016

Total Number of Voters : 60,983 of 82,962 = 73.51% 12/06/2016 01:43 PM
 Page 29 of 132 Precincts Reporting 127 of 127 = 100.00%

RIO DELL CITY COUNCIL MEMBER

Precinct	Vote-by-Mail Ballots Cast	Mail Ballot Precincts	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	FRANK WILSON	SUSAN STRAHAN	BRYAN K. RICHTER	Unresolved Write-Ins	Unqualified Write-Ins	Totals
2R-1	267	0	247	514	831	61.85%	236	289	226	0	11	762
2R-2	332	0	297	629	985	63.86%	298	375	270	0	11	954
Totals	599	0	544	1143	1816		534	664	496	0	22	1716

Cumulative Report — Official HUMBOLDT COUNTY — PRESIDENTIAL GENERAL ELECTION — November 08, 2016

Page 3 of 11

12/06/2016 11:56 AM
Precincts Reporting 127 of 127 = 100.00%

Total Number of Voters : 60,983 of 82,962 = 73.51%

Party	Candidate	Vote-by-Mail	Mail Ballot Precincts	Election	Total
FERNDALDE, MAYOR, Vote For 1					
	STEVE NUNES	116 26.30%	0 0.00%	91 26.00%	207 26.17%
	DON HINDLEY	318 72.11%	0 0.00%	251 71.71%	569 71.93%
	Unresolved Write-Ins	0 0.00%	0 0.00%	0 0.00%	0 0.00%
	Unqualified Write-Ins	7 1.59%	0 0.00%	8 2.29%	15 1.90%
Cast Votes:					
		441 92.84%	0 0.00%	350 92.59%	791 92.73%
Over Votes:					
		0 0.00%	0 0.00%	1 0.26%	1 0.12%
Under Votes:					
		34 7.16%	0 0.00%	27 7.14%	61 7.15%
FERNDALDE CITY COUNCILMEMBER, Vote For 2					
	PATRICK O'ROURKE	269 45.98%	0 0.00%	197 45.60%	466 45.82%
	DANIEL BROWN	288 49.23%	0 0.00%	211 48.84%	499 49.07%
	Unresolved Write-Ins	0 0.00%	0 0.00%	0 0.00%	0 0.00%
	Unqualified Write-Ins	28 4.79%	0 0.00%	24 5.56%	52 5.11%
Cast Votes:					
		585 61.58%	0 0.00%	432 57.14%	1,017 59.61%
Over Votes:					
		0 0.00%	0 0.00%	1 0.26%	1 0.12%
Under Votes:					
		365 38.42%	0 0.00%	322 42.59%	687 40.27%
FORTUNA CITY COUNCILMEMBER, Vote For 2					
	DEAN J. GLASER	1,675 48.71%	5 38.46%	1,112 52.26%	2,792 50.04%
	TAMI TRENT	1,620 47.11%	7 53.85%	941 44.22%	2,568 46.02%
	Unresolved Write-Ins	0 0.00%	0 0.00%	0 0.00%	0 0.00%
	Unqualified Write-Ins	144 4.19%	1 7.69%	75 3.52%	220 3.94%
Cast Votes:					
		3,439 58.23%	13 38.24%	2,128 53.87%	5,580 56.42%
Over Votes:					
		0 0.00%	0 0.00%	0 0.00%	0 0.00%
Under Votes:					
		2,467 41.77%	21 61.76%	1,822 46.13%	4,310 43.58%
RIO DELL CITY COUNCILMEMBER, Vote For 2					
	FRANK WILSON	288 30.54%	0 0.00%	246 31.82%	534 31.12%
	SUSAN STRAHAN	381 40.40%	0 0.00%	283 36.61%	664 38.69%
	BRYAN K. RICHTER	265 28.10%	0 0.00%	231 29.88%	496 28.90%
	Unresolved Write-Ins	0 0.00%	0 0.00%	0 0.00%	0 0.00%
	Unqualified Write-Ins	9 0.95%	0 0.00%	13 1.68%	22 1.28%
Cast Votes:					
		943 78.71%	0 0.00%	773 71.05%	1,716 75.07%
Over Votes:					
		0 0.00%	0 0.00%	0 0.00%	0 0.00%
Under Votes:					
		255 21.29%	0 0.00%	315 28.95%	570 24.93%

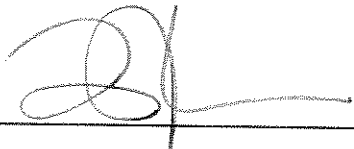
**Certificate of Results of Canvass
November 8, 2016
Presidential General Election
City of Rio Dell
Measure T**

STATE OF CALIFORNIA)
) SS
COUNTY OF HUMBOLDT)

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WITNESS MY HAND AND OFFICIAL SEAL this 6th Day of December, 2016.

KELLY E. SANDERS
REGISTRAR OF VOTERS

Signed:  (Deputy)

Canvass Report — Total Voters — Official
HUMBOLDT COUNTY — PRESIDENTIAL GENERAL ELECTION — November 08, 2016
 Page 132 of 132

Total Number of Voters : 60,983 of 82,962 = 73.51% 12/06/2016 01:43 PM
Precincts Reporting 127 of 127 = 100.00%

MEASURE T CITY OF RIO DELL COMMERCIAL CANNABIS ACTIVITY (ADVISORY VOTE ONLY).

Precinct	Vote-by-Mail Ballots Cast	Mail Ballot Precincts Ballots	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	YES	NO	Totals
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Totals	599	0	544	1143	1816		572	468	1071

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodelcity.com*



January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of Letter of Support for Jack Thompson to be Appointed to the Citizens Advisory Committee on Measure Z Expenditures

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the letter and authorize the Mayor to sign.

BACKGROUND AND DISCUSSION

The Citizens Advisory Committee on Measure Z Expenditures currently has four vacancies. Two of the vacancies are for "at-large" representatives, one for the County's 3rd District and one for the Humboldt County Fire Chief's. Former Councilmember Jack Thompson has requested a letter of support from the City to support his application for membership on the committee. Applications are due by January 12, 2017.

///

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*



January 3, 2017

Virginia Bass
Chair of the Board of Supervisors
County of Humboldt
825 5th Street, Room 111
Eureka, CA 95501

**RE: Support for Appointment of Jack Thompson to the Measure Z
 Advisory Committee**

Dear Chair Bass,

At the regular meeting of the Rio Dell City Council held on January 3, 2017, the City Council voted to approve the endorsement of former Councilmember and Mayor of Rio Dell, Jack Thompson, to be appointed by your Board as a member of the Citizens Advisory Committee on Measure Z Expenditures.

Jack Thompson has expressed an interest in serving and would like to be considered for this important position. Jack has a wealth of experience serving on a number of local committees with countywide significance, including the Humboldt Waste Management Authority, Local Agency Formation Commission and others. He understands the work associated with presenting a balanced proposal to the Board of Supervisors.

Jack Thompson would be a tremendous asset to the Committee and on the behalf of the Rio Dell City Council we thank you for your consideration of his appointment.

Sincerely,


Mayor, City of Rio Dell


675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: January 3, 2017

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: December 28, 2016

Subject: Adoption of Master Fee Schedule.

Recommendation:

That the City Council:

1. Adopt Resolution No. 1317-2017 adopting the 2016/2017 Master Fee Schedule.

Discussion

The City initially adopted a Master Fee Schedule last year. The intent is to have all the City fees identified in one document. The 2016/2017 Master Fee Schedule is included as Attachment 1. There have been a number of minor revisions to the Master Fee Schedule including, (1) the updated hourly burdened rates for City staff, (2) incorporation of the recently approved cannabis activity permit fees and (3) the updated water fees which take effect January 1, 2017.

Attachments

- Attachment 1: 2016/2017 Master Fee Schedule.
- Attachment 2: Resolution No. 1317-2017 adopting the 2016/2017 Master Fee Schedule.



City of Rio Dell

Master Fee Schedule 2016/2017

Summary Schedule of Fees, Fines and Penalties

Adopted January 3, 2017

Resolution No. 1317-2017

The Master Fee Schedule is a compilation of current fees charged by the City. This publication contains staff's hourly burdened rates, Finance Department, Community Development Department, including Planning and Building, Police Department fees, Business License rates, Water and Sewer Service rates and various fines for traffic and other municipal code violations.

Rio Dell City Council

Mayor: Frank Wilson
Debra Garnes
Gordon Johnson
Tim Marks
Sue Strahan

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CITY OF RIO DELL
2014/2015
STAFF BILLABLE BURDENED RATES

Adopted May 17, 2016
Resolution No. 1296-2016

Title	Hourly Rate	Benefits	Overhead	Burdened Rate
City Administration Department				
City Manager	\$54.51	38%	\$19.20	\$94.43
City Clerk	\$28.18	38%	\$19.20	\$58.090
Community Development Department				
Community Development Director	\$39.31	38%	\$10.95	\$65.20
Finance Department				
Finance Director	\$34.41	38%	\$10.95	\$58.43
Fiscal Assistant II	\$19.33	38%	\$10.95	\$37.62
Senior Fiscal Assistant	\$16.86	38%	\$10.95	\$34.21
Police Department				
Chief of Police	\$40.57	38%	\$16.06	\$72.05
Police Sergeant	\$25.81	38%	\$16.06	\$51.68
Police Officer - 1	\$20.11	38%	\$16.06	\$43.81
Police Officer - 2	\$21.97	38%	\$16.06	\$46.38
Police Officer - 3	\$22.63	38%	\$16.06	\$47.29
Public Works Department				
Water Superintendent	\$30.28	38%	\$38.57	\$80.36
Wastewater Superintendent	\$26.92	38%	\$38.57	\$75.72
Wastewater Treatment Operator I	\$16.85	38%	\$38.57	\$61.82
Utility Worker I	\$14.18	38%	\$38.57	\$58.14

**CITY OF RIO DELL
ADMINISTRATION/FINANCE DEPARTMENT**

Description	Reference	Current Fee
General Fees		
Return Check	Res. 1211	\$25.00 for 1 st \$35.00 for 2 nd
Transient Occupancy Tax	Ord. 39	10.5% for first month after delinquent date plus an additional 10.5% for the second month delinquent plus .5% each additional month or fraction thereof.
Copy/Document Fees		
8 ½" x 11" Black & White	Res. 1249	\$.10 each
8 ½" x 11" Color	Res. 1249	\$.25 each
8 ½" x 14" Black & White	Res. 1249	\$.15 each
8 ½" x 14" Color	Res. 1249	\$.35 each
11" x 17" Black & White	Res. 1249	\$.25 each
11" x 17" Color	Res. 1249	\$.50 each
Fax	Res. 1249	\$1.00 up to 5 pages
Notary Public Acknowledgement	Res. 1249	\$10.00 per signature
Business License Fees		
SB 1186 State Mandated Disability Access Fee	SB 1186	\$1.00 per license
Class A – Yearly Gross Receipts of \$500 - \$30,000	Res. 1029	\$30.00
Class B – Yearly Gross Receipts in Excess of \$30,000	Res. 1029	\$60.00
Late Fee Penalty If Paid Between 8/31 and 9/30 If Paid Between 10/1 and 10/31 If Paid Between 11/1 and 11/30 If Paid After 11/30	Ord. 259	25% 50% 75% 100%
Residential Rentals (two or more units)	Res. 1029	\$4.00 per unit
Mobilehome or Travel Trailer Space	Res. 1029	\$2.00 per space
Change in Address	Res. 1029	\$10.00

**CITY OF RIO DELL
ADMINISTRATION/FINANCE DEPARTMENT**

Business License Fees Continued

Description	Reference	Current Fee
Duplicate License	Res. 1029	\$10.00
Citation Fee	Res. 1029	\$30.00
Violation of Business License Ordinance	Res. 1029	\$500.00
Motel or Hotel Accommodations	Res. 1029	\$28.00 annually plus \$2.00 per unit
Non-Residential Contractors	Res. 1029	\$5.00 per day
Carnivals	Res. 1029	\$75.00 per day plus \$5.00 per day for each separate show.
One Ring Circus	Res. 1029	\$50.00 per day
Two or More Ring Circus	Res. 1029	\$100.00 per day
Card Tables for Card Games	Res. 1029	\$200.00 per table in addition to regular business license.
Public Dance	Res. 1029	\$20.00 per day
Garage, Yard or Rummage Sale if More Than Two in One Year.	Res. 1029	\$5.00 per day
Solicitors	Res. 1029	\$10.00 per day per person
Mobile Vendors	Res. 1029	\$10.00 per day per location change

**CITY OF RIO DELL
WATER AND SEWER FEES**

Water Utility Fees

Water Connection Fee

Res. 1217

\$2,500.00 Buy-In
\$200.00 Connection
or Actual Cost

Residential

Base Rate Within City Limits
Each Unit (750 gallons)

Res. 1281

\$46.63
\$3.04

Base Rate Dinsmore Zone (Outside City
Limits)
Each Unit (750 gallons)
Maintenance Surcharge

Res. 1281

\$46.63
\$3.04
\$65.21

Late Payment Fee

Res. 1281

10%

Water Shut-Off Fee

Res. 1281

\$50.00

Vacation Lock

Res. 1281

\$40.00

After Hours Reconnection Fee

Res. 1281

\$75.00

Sewer Utility Fees

Sewer Connection Fee

Res. 1253

\$5,220.00

Sewer Base Rate – Equivalent Dwelling Units
(EDU's). All customers plus one of the
following classes with winter (Dec-Feb)
average water consumption.

Res. 1253

\$47.76

Class – Domestic Strength (cap at 15 units)

\$4.18 Unit

Class – Low Strength

\$3.34 Unit

Class – Medium Strength

\$6.27 Unit

Class – High Strength

\$7.31 Unit

New Customer – Fixed Rate (No winter
month's history to average).

Res. 1253

\$68.64

Vacant Premises – Fixed Rate

Res. 1253

\$47.76

Sewer Lateral Testing

No Charge

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Preliminary Review

Description	Reference	Current Fee
Pre-Application Review	Res. 1219	Actual Cost \$75.00 Deposit
Pre-Development Agreement	Res. 1219	Actual Cost \$350.00 Deposit

Administrative Review

Address of Convenience	Res. 1219	\$40.00
Certificate of Compliance	Res. 1219	Actual Cost \$250.00 Deposit
Cottage Industry Permit	Res. 1219	\$40.00
Home Occupation Permit	Res. 1219	\$40.00
Parcel Merger	Res. 1219	Actual Cost \$200.00 Deposit

Public Hearing Items

Conditional Use Permit	Res. 1219	Actual Cost \$500.00 Deposit
Design Review	Res. 1219	Actual Cost \$500.00 Deposit
General Plan Amendment	Res. 1219	Actual Cost \$1,200.00 Deposit
Reversion to Acreage	Res. 1219	Actual Cost \$500.00 Deposit
Subdivision Major (More than 4 parcels)	Res. 1219	Actual Cost \$2,000.00 Deposit
Subdivision Minor (4 parcels or less)	Res. 1219	Actual Cost \$1,200.00 Deposit
Variance	Res. 1219	Actual Cost \$500.00 Deposit
Zone Reclassification/Text Amendment	Res. 1219	Actual Cost \$1,200.00 Deposit

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Cannabis Activity Permit Fees

Description	Reference	Current Fee
Initial Application Fee	Res. 1311	\$2,500.00
Annual Operating Fee	Res. 1311	\$4,000.00
Renewal Application Fee	Res. 1311	\$300.00
Annual Operating Fee	Res. 1311	\$4,000.00
Transfer of Ownership	Res. 1311	\$100.00
Change in Ownership Structure	Res. 1311	\$100.00
Police Department Review of Background Check	Res. 1311	\$100.00
Change of Location	Res. 1311	\$50.00
Change in Mailing Address	Res. 1311	\$50.00
Change in Trade Name	Res. 1311	\$50.00
Modification of Premises	Res. 1311	\$50.00

Environmental Review

Description	Reference	Current Fee
Environmental Impact Report Preparation	Res. 1219	Actual Cost \$2,000.00 Deposit
Environmental Impact Report Review	Res. 1219	Actual Cost \$500.00 Deposit
Initial Study Preparation	Res. 1219	Actual Cost \$750.00 Deposit
Initial Study Review	Res. 1219	Actual Cost \$350.00 Deposit

Other Review Fees

Annexation/Detachment	Res. 1219	Actual Cost \$1,200.00 Deposit
Inspection of Project Improvements	Res. 1219	Actual Cost \$100.00 Deposit
Road Abandonment/Vacation	Res. 1219	Actual Cost \$700.00 Deposit

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Miscellaneous Fees

Appeal – Administrative	Res. 1219	\$100.00
Appeal – Public Hearing	Res. 1219	\$250.00
Extension – Administrative	Res. 1219	Actual Cost \$100.00 Deposit
Extension – Public Hearing	Res. 1219	Actual Cost \$250.00 Deposit
Information Request	Res. 1219	\$75.00
Life-Safety Inspection	Res. 1219	\$75.00
Map Checking (Final Map, Parcel Map and Record of Surveys	Res. 1219	Actual Cost \$750.00 Deposit
Modification – Administrative	Res. 1219	Actual Cost \$100.00 Deposit
Modification – Public Hearing	Res. 1219	Actual Cost \$200.00 Deposit
Parkland Dedication Fees (per parcel)	Res. 1219	\$1,500.00
Substantial Conformance Review	Res. 1219	Actual Cost \$100.00 Deposit

Code Enforcement

Abatement	Ord. 303 & 311 CGC 38773.5	Actual Cost
Administrative Citations	Ord. 329	\$100.00; \$200.00 and \$500.00
Penalties	Ord. 303 & 311	Up to \$1,000.00 per day

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permits

Description	Reference	Current Fee
Administrative Fee	Res. 1218	66% of Building Permit Fee
Continuing Education & Certification Fee	Ord. 315	.04 of Total Permit Fee
Technology (i.e. equipment and materials)	Ord. 315	.09 of Total Permit Fee
Certificate of Occupancy, Residential	Ord. 315	\$61.25
Certificate of Occupancy, Commercial	Ord. 315	\$122.50
HCD Form 433A – Processing and Filing	Ord. 315	\$93.75
State Seismic Fee		.01 of Total Permit Fee
California Building Standards Commission Fee		.01 of Total Permit Fee
Plan Check	Ord. 315	65% of Building Permit Fee
Residential Sprinkler Plan Check and Inspection	Ord. 315	\$165.00
Commercial Sprinkler Plan Check and Inspection	Ord. 315	\$3.60 sq. ft.
Permit or Plan Check Renewal Fee (Fee to renew an expired permit or plan review when the same construction codes remain in effect)	Ord. 315	50% of Original Permit Fees
Plan Check – Major Subdivisions (% of initial plan check/multiple permits for identical building taken out within 180 days of taking out the original permit, provided that the same edition of the Code is still in effect.)	Ord. 315	20%
Residential Energy Plan Check (amount added to original plan check fee)	Ord. 315	\$61.25
Commercial Energy Plan Check (amount added to original plan check fee)	Ord. 315	\$122.50
Soils Report Compliance Review Fee	Ord. 315	\$65.00
Flood Plain Compliance Review Fee	Ord. 315	\$107.50
Flood Plain Determination Review	Ord. 315	\$59.75
Erosion and Sediment Control Inspection (Small Project)	Ord. 315	\$93.75
Erosion and Sediment Control Inspection (Designed Project)	Ord. 315	\$127.50

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Code Enforcement Assessment	Ord. 315	Actual Cost of Billable Burdened Rate
Code Compliance Mitigation Fee	Ord. 315	Double Permit Fee
Special Investigation Fee	Ord. 315	Double Permit Fee
Description	Reference	Current Fee
Demolition Residential (Per Structure)	Ord. 315	\$99.45
Demolition Commercial (Based on Contract Price)	Ord. 315	\$99.45 Minimum Fee
Signs and Billboards (Based on Contract Price)	Ord. 315	\$99.45 Minimum Fee

Unit Valuation Schedule

No Permit to be Issued with Total Fee Less than \$85.00

Description	Reference	Amount Per Square Foot
Residence or Residential Addition	Ord. 315	\$101.95
Garage (Residential Accessory)	Ord. 315	\$39.61
Carport (Residential Accessory)	Ord. 315	\$23.77
Enclosed Porch (Residential)		
Interior Finished	Ord. 315	\$25.00
Interior Unfinished	Ord. 315	\$15.00
Sunroom/Solarium		
Attached to Residence, Floor and Open to Residence	Ord. 315	\$101.95
Attached to Residence, Floor and Door between Rooms	Ord. 315	\$101.95
Basement (Semi-Finished)	Ord. 315	\$18.80
Roof-Line Change (Residential)	Ord. 315	\$8.00
Interior Remodel (Residential)		
Kitchen or Bath	Ord. 315	\$35.68
All Other Areas	Ord. 315	\$26.51
Pre-Assembled Housing (Per Unit(s) Square Footage)	Ord. 315	\$16.85

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Foundation Only for Existing Manufactured Home (Per Unit(s) Square Footage)	Ord. 315	\$11.25
Setup Only (For New Manufactured Home not Place on a Foundation System)	Ord. 315	\$5.60
Cabana for Manufactured Home	Ord. 315	\$85.64
Decks, Patios or Porches		
Open and Uncovered	Ord. 315	\$10.00
Covered	Ord. 315	\$14.00
Unit Valuation Schedule		
No Permit to be Issued with Total Fee Less than \$85.00		
Description	Reference	Amount Per Square Foot
Storage Building or Barn (Private)	Ord. 315	\$39.61
Fences (Greater than Seven (7) feet in height)	Ord. 315	\$12.00 LF.
Pole Buildings		
Exterior Walls and Floor	Ord. 315	\$14.00
Exterior Walls and No Floor	Ord. 315	\$10.00
No Exterior Walls and No Floor	Ord. 315	\$101.95
Greenhouses		
Private, Detached and No Floor	Ord. 315	\$4.50
Attached to Residence, No Floor, with or without Doors	Ord. 315	\$6.50
Commercial (Minimum)	Ord. 315	\$6.85
Foundation Only	Ord. 315	\$11.25
Swimming Pool	Ord. 315	\$5.00 cf.
Fuel and Water Storage Tanks (Above Ground)	Ord. 315	\$6.00 cf.
Retaining Walls		
Wood	Ord. 315	\$6.00
Concrete or Block	Ord. 315	\$8.00
Hilfiker	Ord. 315	\$30.00

Unit Valuation Schedule Continued		
No Permit to be Issued with Total Fee Less than \$85.00		
Gabion Walls	Ord. 315	\$100.00 cyd.
Wharf or Dock (Non-Commercial)	Ord. 315	\$14.00
Wharf or Dock (Commercial)	Ord. 315	Based on Contract Price
Walls (Framing)	Ord. 315	\$6.00 LF.
Siding	Ord. 315	\$2.50
Drywall	Ord. 315	\$.75
Insulation	Ord. 315	\$.50
Roofing Residential (Based on Contract Price or Based on Roof Area)	Ord. 315	\$2.80
Roofing Commercial	Ord. 315	Based on Contract Price
CITY OF RIO DELL COMMUNITY DEVELOPMENT DEPARTMENT		
Building Permit Fees Continued		
Electrical Permit Fees		
Description	Reference	Amount
Permit Issuance – For the issuance of each electrical permit.	Ord. 315	\$24.00
Supplemental Permit Issuance – For the issuance of each supplemental permit for which the original permit has not expired, been canceled or finished.	Ord. 315	\$8.50
System Fee Schedule		
<i>The following fees shall include all wiring and electrical equipment in or on each building.</i>		
Residential Multifamily – For new multifamily building (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of the garages, carports and accessory buildings.	Ord. 315	\$.07 sq. ft.
Residential Single and Two-Family – For new single and two-family residential buildings, not including the area of the garages, carports and accessory buildings.	Ord. 315	\$.08 sq. ft.
<i>For the rewiring of existing residential buildings, the appropriate per square foot fee only includes the wiring. All electrical equipment and devices other than receptacles, switches and lighting outlets shall be charged as specified in the Unit Fee Schedule.</i>		

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Electrical Permit Fees

Description	Reference	Amount
Unit Fee Schedule		
Private Swimming Pools – For new private in-ground swimming pools for single and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool.	Ord. 315	\$75.50 per pool
Temporary Power Source – For a temporary service pole or pedestal including all pole or pedestal mounted receptacle outlets and appurtenances.	Ord. 315	\$46.25
Temporary Power Source – For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc.	Ord. 315	\$31.50
Receptacle, Switch and Light Outlets – For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters.	Ord. 315	\$1.75 each for first 20 fixtures \$1.15 each additional fixture
Lighting Fixtures – For lighting fixtures, sockets or other lamp-holding devices. Pole, platform or theatrical type lighting fixtures	Ord. 315	\$1.75 each for first 20 fixtures \$1.15 each additional fixture \$1.75 each
Residential Appliances – For fixed residential appliances or receptacle outlets for same, including wall mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room, console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers or other motor operated appliances not exceeding one horsepower.	Ord. 315	\$6.25 each

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Electrical Permit Fees

Description	Reference	Amount
Unit Fee Schedule		
Non-Residential Appliances – For non-residential appliances and self-contained factory wired, non-residential appliances not exceeding one horsepower, kilowatt (kW) or kilovolt-ampere (kVA) in rating including medical and dental devices, food, beverage and ice cream cabinets, illuminated show cases, drinking fountains, vending machines, laundry machines or other similar types of equipment.	Ord. 315	\$7.25 each
Power Apparatus – For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus. <i>Fees based on rating in horsepower (hp), kilowatt (kW) or kilovolt-ampere (kVA) or kilovolt-amperes-reactive (kVAR).</i> <i>Note: (1) For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.</i> <i>(2) These fees include all switches, circuit breakers, contactors, thermostats, relays and other directly related control equipment.</i>	Ord. 315	\$6.25 Up to and including 1. \$16.00 1 to 9 \$26.25 10 to 49 \$63.00 50 to 99 \$95.50 Over 100
Signs, Outline Lighting and Marquees – For signs, outline lighting systems or marquees supplied from one branch circuit. For additional branch circuits within the same sign, outline lighting system or marquee.	Ord. 315	\$37.50 each \$7.25 each
Photovoltaic Systems – For each private photovoltaic system	Ord. 315	\$95.50
Services and Panel Boards For services of 600 volts or less and not over 200 amperes For services of 600 volts or less and over 200 to 1000 amperes For services over 600 volts or over 1000 amperes For subpanels or panel-boards	Ord. 315	\$46.25 each \$94.25 each \$189.00 each \$24.00 each

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Electrical Permit Fees

Description	Reference	Amount
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Unit Fee Schedule

Miscellaneous Apparatus, Conduits and Conductors – For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	Ord. 315	\$24.00
Carnivals and Circuses – Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions. For electrical generators and electrically driven rides. For mechanically driven rides and walk-through attractions or displays having electric lighting. For a system of area and booth lighting.	Ord. 315	\$37.50 each \$11.25 each \$11.25 each
Busways – For trolley and plug-in-type busways, each 100 feet of fraction thereof. <i>Note: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. A fee is not required for portable tools.</i>	Ord. 315	\$11.25
Other Inspections and Fees – Inspections for which no fee is specifically indicated or the hourly burdened rate cost to the jurisdiction, which is ever greatest.	Ord. 315	\$99.45
	Ord. 315	

Mechanical Permit Fees

Permit Issuance – For the issuance of each mechanical permit.	Ord. 315	\$24.00
Permit Issuance – For the issuance of each supplemental permit for which the original permit has not expired, been canceled or finalized.	Ord. 315	\$8.50

Unit Fee Schedule

Appliance Vents – For the installation, relocation or replacement of each appliance vent installed and not included in the appliance permit.	Ord. 315	\$9.25
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CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT

Building Permit Fees Continued

Mechanical Permit Fees

Description	Reference	Amount
Unit Fee Schedule		
Repairs or Additions – For the repair of, alteration of or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including the installation of controls regulated by the Mechanical Code.	Ord. 315	\$18.50
Furnaces – For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h.	Ord. 315	\$18.75
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h.		\$24.25
For the installation or relocation of each floor furnace, including vent.		\$18.75
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.		\$18.75
Air Handlers – For each air-handling unit to and including 10,000 cubic feet per minute (cfm), including ducts attached thereto.	Ord. 315	\$13.50
For each air-handling unit over 10,000 cfm.		\$24.00
<i>Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>		
Evaporative Coolers – For each evaporative cooler other than portable type.	Ord. 315	\$13.50

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT

Building Permit Fees Continued

Mechanical Permit Fees

Description	Reference	Amount
Unit Fee Schedule		
Ventilation and Exhaust – For each ventilation fan connected to a single duct.	Ord. 315	\$9.25
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit.		\$13.50
For the installation of each hood which is served by mechanical exhaust, including the ducts for each hood.		\$13.50
Boilers, Compressors and Absorption Systems – For the installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 Btu/h.	Ord. 315	\$18.75
For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 Btu/h to and including 500,000 Btu/h.		\$35.00
For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h.		\$47.00
For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h.		\$70.50
For the installation or relocations of each boiler or compressor over 50 horsepower or each absorption system over 1,750,000.		\$118.50

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT

Building Permit Fees Continued

Mechanical Permit Fees Continued

Description	Reference	Amount
Incinerators – For the installation or relocation of each domestic-type incinerator.	Ord. 315	\$27.50
For the installation or relocation of each commercial or industrial-type incinerator.		\$113.00
Miscellaneous – For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.	Ord. 315	\$13.50
Other Inspection Fees – Inspections for which no fee is specifically indicated or the hourly burdened rate cost to the jurisdiction, which is ever greatest.	Ord. 315	\$99.45

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Plumbing Permit Fees

Description	Reference	Amount
Permit Issuance – For the issuance of each plumbing permit.	Ord. 315	\$24.00
Permit Issuance – For the issuance of each supplemental permit for which the original permit has not expired, been canceled or finalized.	Ord. 315	\$8.50
Unit Fee Schedule		
Fixture and Vents – For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof).	Ord. 315	\$12.50
For repair or alteration of drainage or vent piping, each fixture.		\$6.25
Sewers, Disposal Systems and Interceptors – For each building sewer and each trailer park sewer.	Ord. 315	\$31.50
For each cesspool.		\$56.75
For each private sewage disposal system.		\$113.00
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps.		\$30.25
Rainwater systems, per drain (inside building).		\$15.00
Water Piping and Water Heaters – For installation, alteration or repair of water piping or water treating equipment or both.	Ord. 315	\$6.25 each
For each water heater, including vent.		\$16.25
<i>Note: For vents only, see Appliance Vents under Mechanical Permit Fees.</i>		

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT

Building Permit Fees Continued

Plumbing Permit Fees

Description	Reference	Amount
Gas Piping Systems – For gas piping system of one to five outlets.	Ord. 315	\$7.25 each
For additional outlets over five.		\$1.75 each
Hydronic Heating Systems – For each hydronic heating system, including floor, wall and baseboard systems.	Ord. 315	\$37.50
Lawn Sprinklers, Vacuum Breakers and Backflow Devices – For each lawn sprinkler system on any one meter, including backflow protection devices.	Ord. 315	\$22.50
For atmospheric-type vacuum breakers or backflow protection devices not included above, one to five devices.		\$16.25 each
Over five devices.		\$3.50 each
For backflow prevention device other than atmospheric-type vacuum breakers, 2 inches and smaller.		\$16.25 each
For backflow prevention device other than atmospheric-type vacuum breakers, over 2 inches.		\$32.25 each
Swimming Pool – For each swimming pool or spa. Public Pool Public Spa Private Pool Private Spa	Ord. 315	\$138.75 \$92.50 \$92.50 \$46.00
Miscellaneous – For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in the table.	Ord. 315	\$13.50
Other Inspection Fees – Inspections for which no fee is specifically indicated or the hourly burdened rate cost to the jurisdiction, which is ever greatest.	Ord. 315	\$99.45

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT**

Building Permit Fees Continued

Grading Plan Review Fees

Grading Plan Review Fees – 65% of Grading Permit Fee	Ord. 315	
Other Fees – Additional plan review required by changes, additions or revisions to plans for which an initial review has been completed or the hourly burdened rate cost to the jurisdiction, which is ever greatest.	Ord. 315	\$99.45

Grading Permit Fees

Description	Reference	Amount
50 cubic yards or less.	Ord. 315	\$37.50
51 to 100 cubic yards.		\$56.25
101 to 1000 cubic yards.		
First 100 cubic yards.		\$56.25
For each additional 100 cubic yards.		\$26.25
1,001 to 10,000 cubic yards.		
First 1,000 cubic yards.		\$292.50
For each additional 1,000 cubic yards.		\$22.50
10,001 to 100,000 cubic yards.		
First 10,000 cubic yards.		\$495.00
For each additional 10,000 cubic yards.		\$100.25
100,001 cubic yards or more.		
First 100,000 cubic yards.		\$1397.75
For each additional 10,000 cubic yards		\$55.25
Other Inspection Fees – Inspections for which no fee is specifically indicated or the hourly burdened rate cost to the jurisdiction, which is ever greatest.	Ord. 315	\$99.45

Elevator Fees

Passenger or Freight Elevator, Escalator, Moving Walk Up to and including \$40,000.00 of valuation. For each \$1,000.00 or fraction thereof over \$40,000.00 of valuation.	Ord. 315	\$136.50
		\$2.50
Dumbwaiter or Private Residence Elevator Up to and including \$10,000.00 of valuation.		\$37.50
For each \$1,000.00 or fraction thereof over \$10,000.00 of valuation.		\$2.50

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DEPARTMENT

Building Permit Fees Continued

Elevator Fees Continued

Major Alterations – Fees for major alterations shall be as set forth for Building Permit fees. Installation fees include charges for the first year's annual inspection fee and charges for the electrical equipment on the conveyance side of the disconnect switch.	Ord. 315	
Elevator Annual Certificates of Inspection Fees For each elevator. For each escalator or moving walk. For each commercial dumbwaiter. <i>Note: Each escalator or moving walk unit powered by one motor shall be considered as a separate escalator or moving walk.</i>	Ord. 315	\$63.25 \$37.50 \$25.50

**CITY OF RIO DELL
POLICE DEPARTMENT**

Description	Reference	Amount
Citation Sign-Off	Res. 362	\$5.00
Emergency Response Related to DUI Activities	GC 53150	Actual Cost
Fingerprints as Applicable		
Parking Violation		
Report Copy	Res. 362	\$15.00
Vehicle Release	Res. 362	\$50.00
VIN Identification	Res. 362	\$10.00
<i>Resolution No. 362 was Amended by Motion Only by the City Council</i>		
Animal Control		
Dog License (Altered Dog)	Res. 1145	\$12.00
Dog License (Unaltered Dog)	Res. 1145	\$25.00
Replacement Dog License Tag	Res. 1145	\$6.00
Kennel License Fee	Res. 1145	\$74.00
Redemption/Impound Fee	Res. 1145	\$49.00
2 nd Redemption/Impound Fee within 3 Years	Res. 1145	\$73.00
3 rd Redemption/Impound Fee within 3 Years	Res. 1145	\$97.00
Redemption/Impound Fee (Unaltered Male)	Res. 1145	\$105.00
2 nd Redemption/Impound Fee (Unaltered Male)	Res. 1145	\$157.00
3 rd Redemption/Impound Fee (Unaltered Male)	Res. 1145	\$210.00
Redemption/Impound Fee (Unaltered Female)	Res. 1145	\$114.00
2 nd Redemption/Impound Fee (Unaltered Female)	Res. 1145	\$170.00
3 rd Redemption/Impound Fee (Unaltered Female)	Res. 1145	\$227.00
Quarantine at Rio Dell Facility (10 Days)	Res. 1145	\$243.00
Quarantine at Alternate Facility	Res. 1145	Actual Cost
Quarantine at Owner's Property	Res. 1145	\$121.00
Euthanasia Fee	Res. 1145	\$48.00
Dog/Cat Relinquish Fee	Res. 1145	\$24.00
Spay/Neuter Deposit for Adoption	Res. 1145	\$60.00
Animal Care Costs Per Day	Res. 1145	\$1.00

RESOLUTION NO. 1317 - 2017



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTING THE
2016/2017 MASTER FEE SCHEDULE:**

WHEREAS the City of Rio Dell is authorized by Article XIII of the California Constitution and the California Government Code to charge fees and impose fines and penalties for certain violations; and

WHEREAS the City initially adopted a Master Fee Schedule last year; and

WHEREAS the intent is to have all the City fees identified in one document; and

WHEREAS there have been a number of minor revisions to the Master Fee Schedule including, (1) the updated hourly burdened rates for City staff, (2) incorporation of the recently approved cannabis activity permit fees and (3) the updated water fees which take effect January 1, 2017; and

WHEREAS the adoption of fees and charges for development projects are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and adopts the following:

1. 2016/2017 Master Fee Schedule.

I HEREBY CERTIFY that the forgoing Resolution was PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Rio Dell on January 3, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Resolution No. 1317 - 2017 adopted by the City Council of the City of Rio Dell on January 3, 2017.


Karen Dunham, City Clerk, City of Rio Dell

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodelcity.com*



January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Adoption of Resolution No. 1318-2017 Amending and Adopting City Master Salary Table and Approval of Employee Contracts for the Rio Dell Employee's Association and City Clerk.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1318-2017 amending and adopting City Master Salary Table and approval of employee contracts for the Rio Dell Employee's Association and City Clerk.

BACKGROUND AND DISCUSSION

Summary of significant changes:

Rio Dell Employee's Association

- Implementation of a trial basis 4-10 schedule for non-Public Works employees.
- A 10% increase for the Water/Wastewater Operator I/II position.
- A 1.5% COLA for all other positions in the Association.
- An increase in base life insurance coverage from \$25,000 to \$50,000.
- An increase for on-call pager pay in public works Pager1: From \$100 to \$150; Pager2: \$50 to \$100.
- Payment of \$600.00 within the first two pay periods after contract approval.

City Clerk

- Implementation of a trial basis alternative workweek schedule in same manner as RDEA.
- Increase in Executive Leave from 80 hours annually to 120.

- Payment of \$600.00 within the first two pay periods after contract approval.
- Increase in base life insurance from \$50,000 to \$75,000.

Attached:

Resolution 1318-2017 with proposed salary table
"Track Changes" of current salary table showing changes
Contracts and "Track Changes" for:
Rio Dell Employee's Association
City Clerk

///

RESOLUTION NO. 1318-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING AND ADOPTING CITY MASTER SALARY TABLE

WHEREAS, the City of Rio Dell recognizes the value of adopting a salary schedule that promotes the recruitment and retention of employees; and

WHEREAS, an pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to the City's residents; and

WHEREAS, a salary table helps provide transparency in compensation; and

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell hereby amends and adopts the following Master Salary Table and that All prior resolutions (Resolution No. 1315-2016) concerning compensation for City employees that are in conflict with this Resolution or the attached Master Salary Tables are hereby repealed, and this Resolution shall be effective January 3, 2017:

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	43,323	44,622	45,961	47,340	48,760
Accountant II	47,655	49,084	50,557	52,074	53,636
Administrative Assistant	29,472	30,356	31,266	32,204	33,170
Administrative Technician	35,775	36,848	37,954	39,092	40,265
Fiscal Assistant I	29,047	29,919	30,816	31,741	32,693

Fiscal Assistant II	32,565	33,542	34,548	35,584	36,652
Office Assistant	24,115	24,839	25,584	26,352	27,142
Public Works Leadman	33,668	34,678	35,718	36,789	37,893
Records Technician	33,146	34,140	35,164	36,219	37,306
Senior Fiscal Assistant	37,337	38,457	39,611	40,799	42,023
Utility Worker I	26,602	27,400	28,222	29,069	29,941
Utility Worker II	29,276	30,154	31,059	31,991	32,951
Water/Wastewater Plant Operator I	35,276	36,334	37,424	38,547	39,703
Water/Wastewater Plant Operator II	38,804	39,968	41,167	42,402	43,674

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618
City Manager	106,875	110,081	113,384		
Chief of Police	79,540	81,926	84,384		
Finance Director	67,473	69,497	71,582		
Community Development Director	73,394	75,595	77,863	81,756	85,623
Wastewater Superintendent Trainee	51,022				
Wastewater Superintendent	54,717	56,359	58,050	59,791	61,585
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

PASSED AND ADOPTED by the City of Rio Dell on this 3rd day of January 2017, by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	42,682 43,323	43,963 44,622	45,282 45,961	46,640 47,340	48,039 48,760
Accountant II	46,951 47,655	48,359 49,084	49,810 50,557	51,304 52,074	52,843 53,636
Administrative Assistant	29,036 29,472	29,907 30,356	30,804 31,266	31,728 32,204	32,680 33,170
Administrative Technician	35,246 35,775	36,304 36,848	37,393 37,954	38,515 39,092	39,670 40,265
Fiscal Assistant I	28,618 29,047	29,477 29,919	30,361 30,816	31,272 31,741	32,210 32,693
Fiscal Assistant II	32,084 32,565	33,046 33,542	34,037 34,548	35,059 35,584	36,110 36,652
Office Assistant	23,759 24,115	24,472 24,839	25,206 25,584	25,962 26,352	26,741 27,142
Public Works Leadman	33,170 33,668	34,165 34,678	35,190 35,718	36,246 36,789	37,333 37,893
Records Technician	32,656 33,146	33,636 34,140	34,645 35,164	35,684 36,219	36,755 37,306
Senior Fiscal Assistant	36,786 37,337	37,889 38,457	39,026 39,611	40,197 40,799	41,402 42,023
Utility Worker I	26,209 26,602	26,995 27,400	27,805 28,222	28,639 29,069	29,498 29,941
Utility Worker II	28,843 29,276	29,709 30,154	30,600 31,059	31,518 31,991	32,464 32,951
Water/Wastewater Plant Operator I	32,069 35,276	33,031 36,334	34,022 37,424	35,042 38,547	36,094 39,703
Water/Wastewater Plant Operator II	35,276 38,804	36,334 39,968	37,424 41,167	38,547 42,402	39,703 43,674

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618
City Manager	106,875	110,081	113,384		
Chief of Police	79,540	81,926	84,384		
Finance Director	67,473	69,497	71,582		
Community Development Director	73,394	75,595	77,863	81,756	85,623
Wastewater Superintendent Trainee	51,022				
Wastewater Superintendent	54,717	56,359	58,050	59,791	61,585
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

Memorandum of Understanding
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

Through June 30, 2017

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of employees other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective July 1, 2016 and will continue in effect through June 30, 2017. In the event this MOU is not replaced by a successor MOU on or before June 30, 2017, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

The salary schedule for employees represented by the Association shall be as follows:

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	43,323	44,622	45,961	47,340	48,760
Accountant II	47,655	49,084	50,557	52,074	53,636
Administrative Assistant	29,472	30,356	31,266	32,204	33,170
Administrative Technician	35,775	36,848	37,954	39,092	40,265
Fiscal Assistant I	29,047	29,919	30,816	31,741	32,693
Fiscal Assistant II	32,565	33,542	34,548	35,584	36,652
Office Assistant	24,115	24,839	25,584	26,352	27,142
Public Works Leadman	33,668	34,678	35,718	36,789	37,893
Records Technician	33,146	34,140	35,164	36,219	37,306
Senior Fiscal Assistant	37,337	38,457	39,611	40,799	42,023
Utility Worker I	26,602	27,400	28,222	29,069	29,941
Utility Worker II	29,276	30,154	31,059	31,991	32,951
Water/Wastewater Plant Operator I	35,276	36,334	37,424	38,547	39,703
Water/Wastewater Plant Operator II	38,804	39,968	41,167	42,402	43,674

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$600.00 to members of the Rio Dell Employees Association (City employees) within the first two pay periods following adoption of this MOU by the City Council. This payment shall be subject to all standard payroll deductions.

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30th, 2017. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

LIFE INSURANCE: A \$50,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

ARTICLE 11: DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

Tenure Greater than <u>Or equal to:</u>	<u>Less than:</u>	Vacation hours <u>per year</u>	Vacation hours per <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

SECTION 15. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

ARTICLE 16: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year
13. One holiday on the employee's birthday.

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 17: WORK SCHEDULE AND OVERTIME

A. PUBLIC WORKS

For employees holding the Job Title of Utility Worker I/II, Water/Wastewater Plant Operator I/II and Public Works Leadman, employees shall be scheduled to work not more than five days per “workweek,” as that term is defined below, and not more than eight hours per day.

Overtime shall mean the time that an employee is required to work in excess of eight hours per day or forty hours per week. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

B. ALL OTHER NON-PUBLIC WORKS ASSOCIATION EMPLOYEES

For employees holding the job title of Accountant I/II, Administrative Assistant, Administrative Technician, Fiscal Assistant I/II, Office Assistant, Records Technician, and Senior Fiscal Assistant, employees, shall be scheduled to work not more than four days per “workweek”, as that term is defined above, and not more than ten hours per day. Each employee shall be regularly scheduled to work one of the following three schedules: Monday, Tuesday, Wednesday, and Thursday from 7:00a.m. to 5:30p.m. or Tuesday, Wednesday, Thursday, and Friday from 7:00a.m. to 5:30p.m. or Monday, Tuesday, Thursday, Friday from 7:00am to 5:30p.m. The City Manager shall determine which schedule will constitute each employee’s regular schedule. Once determined, each employee’s regular schedule shall not be altered except upon mutual agreement of the employee and the City Manager or upon the giving of one (1) week prior notice to the affected employee when the interests of the City so require. The City Manager, in his or her sole discretion, also may provide a work schedule not exceeding eight hours per day to accommodate any

employee who is hired after the adoption of this MOU and who is unable to work any the schedule established herein. The City Manager will also explore any available reasonable alternative means of accommodating an employee's religious beliefs or observances that conflict with an the workweek schedule, as required by law.

Overtime shall mean the time that an employee is required to work in excess of ten hours per day or forty hours per week. Employees required to work more than ten hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

The parties hereto acknowledge and agree that the alternative work schedule established under this Article 17, B, is made at the request of the Association. The parties acknowledge that the alternative work scheduled is adopted on a trial basis starting February 6, 2017 (02-06-2017) until June 2nd, 2017 (06-02-2017) for the purpose of evaluating the feasibility of such a schedule and the effects, if any, on City services. The Association expressly agrees that the adoption of this alternative schedule shall not vest the Association, or any member thereof, with any right to continue the alternative schedule beyond June 2, 2017.

ARTICLE 18: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 19: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$150.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$100.00 for every seven (7) days of on-call duty, regardless of actual hours worked.

ARTICLE 20: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT

Whenever a full-time Public Works employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$500 per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

SECTION 23: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

ARTICLE 24: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure,

Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 25: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 26: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 27: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

ARTICLE 28: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

ARTICLE 29: NO STRIKE CLAUSE

During the term of this agreement the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

**RIO DELL EMPLOYEES'
ASSOCIATION**

Austi Evans 12/30/16
Austin Evans, President Date

Joanne Farley 12/30/16
Joanne Farley, Vice President Date

CITY OF RIO DELL

Kyle Knopp, City Manager Date

Approved as to form:

Russ Gans, City Attorney Date

Memorandum of Understanding
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

from

July 1, 2015 through June 30, 2017

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of employees other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective July 1, 2016 and will continue in effect through June 30, 2017. In the event this MOU is not replaced by a successor MOU on or before June 30, 2017, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

The salary schedule for employees represented by the Association shall be as follows:

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$ 48,039
Accountant II	\$ 46,951	\$ 48,359	\$ 49,810	\$ 51,304	\$ 52,843
Administrative Assistant	\$ 29,036	\$ 29,907	\$ 30,804	\$ 31,728	\$ 32,680
Administrative Technician	\$ 35,246	\$ 36,304	\$ 37,393	\$ 38,515	\$ 39,670
Fiscal Assistant I	\$ 28,618	\$ 29,477	\$ 30,361	\$ 31,272	\$ 32,210
Fiscal Assistant II	\$ 32,084	\$ 33,046	\$ 34,037	\$ 35,059	\$ 36,110
Office Assistant	\$ 23,759	\$ 24,472	\$ 25,206	\$ 25,962	\$ 26,741
Public Works Leadman	\$ 33,170	\$ 34,165	\$ 35,190	\$ 36,246	\$ 37,333
Senior Fiscal Assistant	\$ 36,786	\$ 37,889	\$ 39,026	\$ 40,197	\$ 41,402
Utility Worker I	\$ 26,209	\$ 26,895	\$ 27,605	\$ 28,639	\$ 29,498
Utility Worker II	\$ 28,843	\$ 29,709	\$ 30,600	\$ 31,518	\$ 32,464
Water/Wastewater Plant Operator I	\$ 32,069	\$ 33,031	\$ 34,022	\$ 35,042	\$ 36,094
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$ 39,703

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Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	43,323	44,622	45,961	47,340	48,760
Accountant II	47,655	49,084	50,557	52,074	53,636
Administrative Assistant	29,472	30,356	31,266	32,204	33,170
Administrative Technician	35,775	36,848	37,954	39,092	40,265
Fiscal Assistant I	29,047	29,919	30,816	31,741	32,693
Fiscal Assistant II	32,565	33,542	34,548	35,584	36,652
Office Assistant	24,115	24,839	25,584	26,352	27,142
Public Works Leadman	33,668	34,678	35,718	36,789	37,893
Records Technician	33,146	34,140	35,164	36,219	37,306
Senior Fiscal Assistant	37,337	38,457	39,611	40,799	42,023
Utility Worker I	26,602	27,400	28,222	29,069	29,941
Utility Worker II	29,276	30,154	31,059	31,991	32,951
Water/Wastewater Plant Operator I	35,276	36,334	37,424	38,547	39,703
Water/Wastewater Plant Operator II	38,804	39,968	41,167	42,402	43,674

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$600.00 to members of the Rio Dell Employees Association (City employees) within the first two on the first pay periods following adoption of this MOU by the City Council in December of 2015. This payment shall be subject to all standard payroll deductions.

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30th, 2017. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

| LIFE INSURANCE: A \$250,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive \$50,000 coverage.

ARTICLE 11: DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 - 7 years	-	10%
8 - 12 years	-	15%
13 - 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

<u>Tenure</u> <u>Greater than</u> <u>Or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hours per</u> <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

SECTION 15. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

ARTICLE 16: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year

13. One holiday on the employee's birthday.

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 17: WORK SCHEDULE AND OVERTIME

A.

For employees holding the Job Title of Utility Worker I/II, Water/Wastewater Plant Operator I/II and Public Works Leadman, employees shall be scheduled to work not more than five days per "workweek," as that term is defined below, and not more than eight hours per day.

Overtime shall mean the time that an employee is required to work in excess of eight hours per day or forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

B.

For employees holding the job title of Accountant I/II, Administrative Assistant, Administrative Technician, Fiscal Assistant I/II, Office Assistant, Records Technician, and Senior Fiscal Assistant, employees, shall be scheduled to work not more than four days per "workweek", as that term is defined above, and not more than ten hours per day. Each employee shall be regularly scheduled to work one of the following three schedules: Monday, Tuesday, Wednesday, and Thursday from 7:00a.m. to 5:30p.m. or Tuesday, Wednesday, Thursday, and Friday from 7:00a.m. to 5:30p.m. or Monday, Tuesday, Thursday Friday from 7:00am to 5:30p.m. The City Manager shall determine which schedule will constitute each employee's

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regular schedule. Once determined, each employee's regular schedule shall not be altered except upon mutual agreement of the employee and the City Manager or upon the giving of one (1) weeks' prior notice to the affected employee when the interests of the City so require. The City Manager, in his or her sole discretion, also may provide a work schedule not exceeding eight hours per day to accommodate any employee who is hired after the adoption of this MOU and who is unable to work any the schedule established herein. The City Manager will also explore any available reasonable alternative means of accommodating an employee's religious beliefs or observances that conflict with an the workweek schedule, as required by law.

Overtime shall mean the time that an employee is required to work in excess of ten hours per day or forty hours per week. Employees required to work more than ten hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

The parties hereto acknowledge and agree that the alternative work schedule established under this Article 17, B, is made at the request of the Association. The parties acknowledge that the alternative work scheduled is adopted on a *trial basis* starting February 6, 2017 (02-06-2017) until June 2nd, 2017 (06-02-2017) for the purpose of evaluating the feasibility of such a schedule and the effects, if any, on City services. The Association expressly agrees that the adoption of this alternative schedule shall not vest the Association, or any member thereof, with any right to continue the alternative schedule beyond June 2, 2017.

ARTICLE 18: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 19: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$1500.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$1050.00 for every seven (7) days of on-call duty, regardless of actual hours worked. Management will work to lower the use of a second on-call employee during the term of this contract.

ARTICLE 20: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT

Whenever a full-time Public Works employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$500 per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

SECTION 23: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

ARTICLE 24: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 25: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 26: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 27: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

ARTICLE 28: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

ARTICLE 29: NO STRIKE CLAUSE

During the term of this agreement the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever

lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

**RIO DELL EMPLOYEES'
ASSOCIATION**

CITY OF RIO DELL

~~Cameron Yapple~~Austin Evans, President

Date

Kyle Knopp, City Manager Date

~~Susie Townsend~~Joanne Farley, Vice President Date

Approved as to form:

Russ Gans, City Attorney Date

**CITY OF RIO DELL
CITY CLERK
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Karen Dunham**, hereinafter referred to as "Employee" or "**City Clerk**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Karen Dunham** as **City Clerk** of the City of Rio Dell; and

B. **WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. **WHEREAS**, Employee desires to accept employment as the **City Clerk** of the said City;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ **Karen Dunham** as **City Clerk** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Clerk shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2017, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the City Clerk shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of his/her office. In all other circumstances, the City Clerk can be terminated

from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement the City Clerk shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination.** "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

b. **Severance Payment Exception.** Should the City Clerk be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the City Clerk voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The salary for the City Clerk shall be as follows:

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618

Step A - Payable during first year of employment.

Step B - Payable during second year of employment subject to performance.

- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay City Clerk (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of City Clerk is an administrative level, supervisorial position exempt from rights to overtime pay under California Wage and Hour law and regulations.

City Clerk shall have access to the same Alternative Workweek Schedule options as described in the Rio Dell Employee's Association MOU, Article 17B. The Alternative Workweek Schedule is understood by employee and employer as **trial basis** only for the period of February 6, 2017 and ending on June 2, 2017. The City Clerk expressly agrees that the adoption of this alternative schedule shall not vest the City Clerk with any right to continue the alternative schedule beyond June 2, 2017.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME.

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (120) hours of executive leave each fiscal year in (2) installments; 60 hours on July 1 and 60 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE.

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the City Clerk as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs

for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

SECTION 13. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 14. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2016 and shall remain in effect through June 30, 2017, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee

while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Karen Dunham
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 24. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Karen Dunham 12-30-16
Karen Dunham Date
City Clerk

EMPLOYER

Kyle Knopp Date
City Manager

Approved as to form:

Russ Gans, City Attorney Date

**CITY OF RIO DELL
CITY CLERK
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Karen Dunham**, hereinafter referred to as "Employee" or "City Clerk", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Karen Dunham** as City Clerk of the City of Rio Dell; and

B. **WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. **WHEREAS**, Employee desires to accept employment as the City Clerk of the said City;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ **Karen Dunham** as City Clerk of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Clerk shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through ~~June 30~~ June 30, 2017, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the City Clerk shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of his/her office. In all other circumstances, the City Clerk can be terminated

from employment with or without cause and for any reason (or no reason at all) following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the City Clerk shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as Employee's sole and exclusive remedy and right(s) to payment at employment termination. "Severance" shall be paid according to the following schedule:

Years of Continuous Service

0-1 year
1-2 years
2-3 years
3-4 years

Severance Pay

2 months salary
3 months salary
4 months salary
5 months salary

b. **Severance Payment Exception.** Should the City Clerk be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the City Clerk voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The salary for the City Clerk shall be as follows:

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618

Step A - Payable during first year of employment.

Step B - Payable during second year of employment subject to performance.

Step C - Payable during third year of employment subject to performance.

Step D - Payable during fourth year of employment subject to performance.

Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay City Clerk (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

~~Employer agrees to pay Employee for their services rendered an annual salary of Fifty Six Thousand Three Hundred Fifty Eight Dollars (\$56,358) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. Subject to the approval of the City Manager after a performance evaluation to be conducted in December of 2012 and provided the City receives at least \$30,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLEST) funding applicable for the period January 1, 2013 to June 30, 2013 the Employee's salary shall be increased up to Fifty Six Thousand Nine Hundred Eleven Dollars (\$56,922).~~

~~Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLEST) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.~~

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of City Clerk is an administrative level, supervisorial position exempt from rights to overtime pay under California Wage and Hour law and regulations.

City Clerk shall have access to the same Alternative Workweek Schedule options as described in the Rio Dell Employee's Association MOU, Article 17B. The Alternative Workweek Schedule is understood by employee and employer as **trial basis** only for the period of February 6, 2017 and ending on June 2, 2017. The City Clerk expressly agrees that the adoption of this alternative schedule shall not vest the City Clerk with any right to continue the alternative schedule beyond June 2, 2017.

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SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME.

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (120) hours of executive leave each fiscal year in (2) installments; 60 hours on July 1 and 60 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
<u>One to three (1-3)</u>	<u>80 hours</u>	<u>120 hours</u>
<u>Four to ten (4-10)</u>	<u>120 hours</u>	<u>180 hours</u>

Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

~~Employee will receive forty (40) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.~~

~~Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee and vacation time as follows:~~

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE.

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the City Clerk Wastewater Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive

coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

SECTION 13. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 14. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF ~~Seventy Five~~ Fifty Thousand Dollars (~~\$75\$0,000.00~~) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 201~~6~~² and shall remain in effect through June 30, 201~~7~~⁴, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Karen Dunham
~~136 Ogle Avenue~~ Rio Dell City Hall
~~Rio Dell, California 95561~~ 675 Wildwood Ave
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 24. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Karen Dunham	Date
City Clerk	

Approved as to form:

Russ Gans, City Attorney	Date
--------------------------	------

EMPLOYER

Jim Stretch Kyle	Date
<u>Knopp</u>	
City Manager	

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodelcity.com*



January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Regarding 2017 Asphalt Paving Plan and Micro-Sealing with Related Authorization for the City Manager to Draft Proposal and Issue Proposal.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve of the draft plan and authorize the City Manager to draft a proposal and issue a bid for both Asphalt repair work and micro-sealing.

BACKGROUND AND DISCUSSION

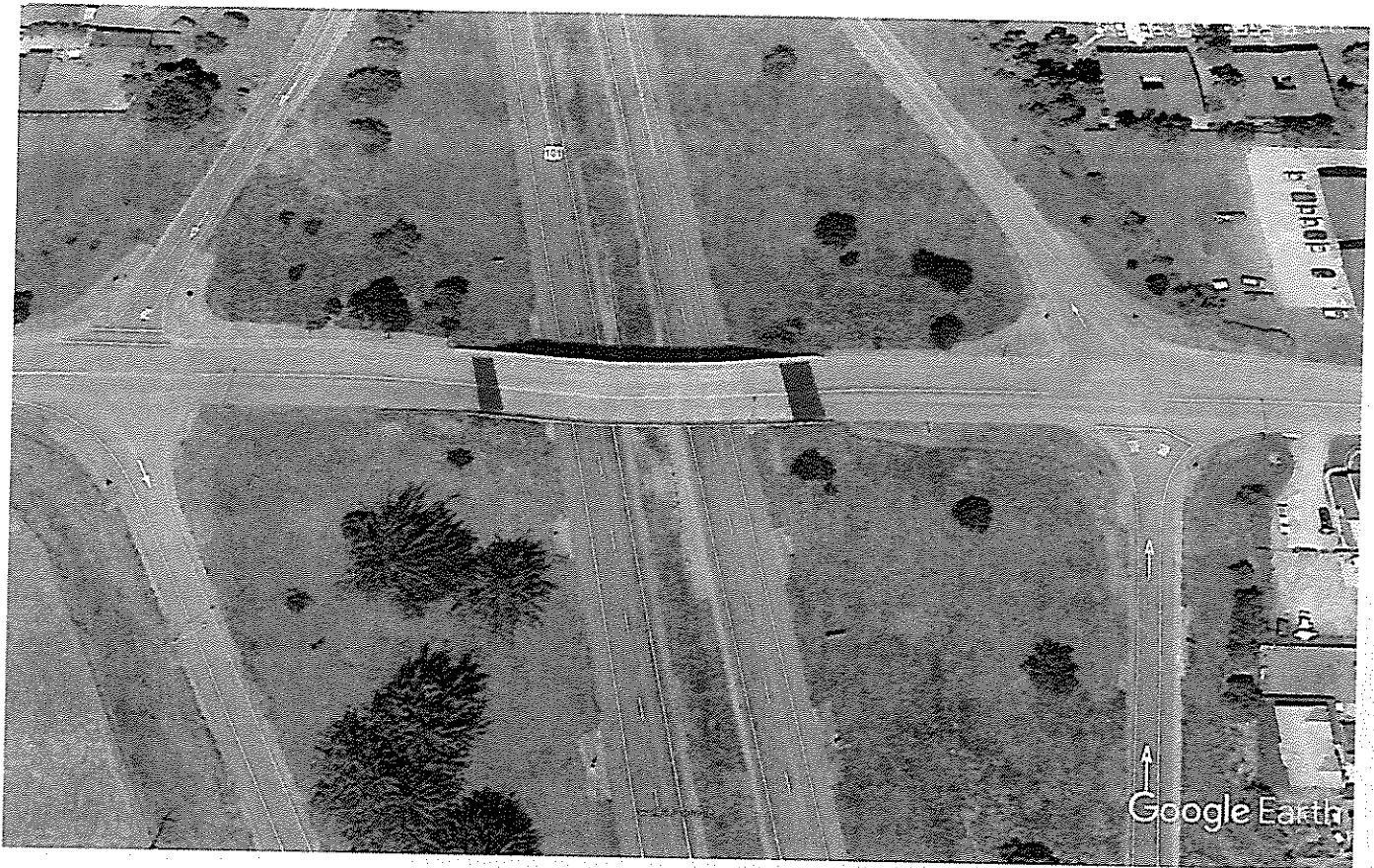
During the 2016-2017 budget, the Council authorized an \$80,000 General Fund subsidy of the Streets Fund to cover a small paving project in the city. A draft summary proposal is attached specifying work areas and projects. While more work needs to be done in order to issue a bid, the projects have been developed and staff is looking for the Council's authorization to proceed before any additional costs are incurred to move this item forward.

The projects include repairs to Davis Street in preparation for slurry/micro sealing either in 2017 or 2018, including work on the bridge interface with the Highway 101 overpass. Additional projects include repairs to the asphalt curb in Belleview, repairs to various failing utility cuts along Belleview, an overlay at the intersection of Webster and Belleview and crack sealing along specified sections of Monument Road. Separately, the City would pursue micro-sealing along Davis Street, from Rigby to Pacific through a regional contract with neighboring cities and the County. All preparation work would need to be completed prior to the micro-sealing which could start as early as June of 2017. Another micro-sealing project may occur the following year as well.

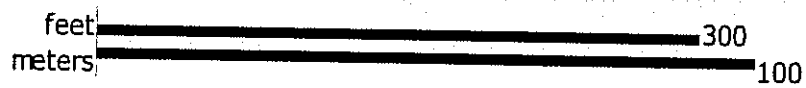
At this time, cost estimates are rough, but it is likely they will exceed the available funding for the project. Additional resources could be accessed to cover the cost of some of the failed utility cuts by using funds in the Water and Sewer Departments to cover those specific costs. Additionally, the scope of the project could be reduced upon receipt of bids for the projects so that the overall project better fits the available resources. Staff is requesting authorization from the City Council to further pursue this project and develop bids and proposals from reputable firms. Once costs are better determined, the item would return to the council for authorization,

and options would be presented to eliminate projects or adjust the City's budget to cover additional costs.

///



Google Earth



A. Davis Street Bridge Interface

Project Description: Grind out and overlay of transition between asphalt and bridge. Remove broken asphalt. Repave

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Davis	Davis	Davis	39	10	390
	West approach					
2	Davis	Davis	Davis	39	20	780
	East approach					

B. Davis Street Bridge Interface

Bid Per Square Foot
Bid Total



Google Earth

feet
meters

300
100



B. Belleview Avenue Drainage and Curb Replacement

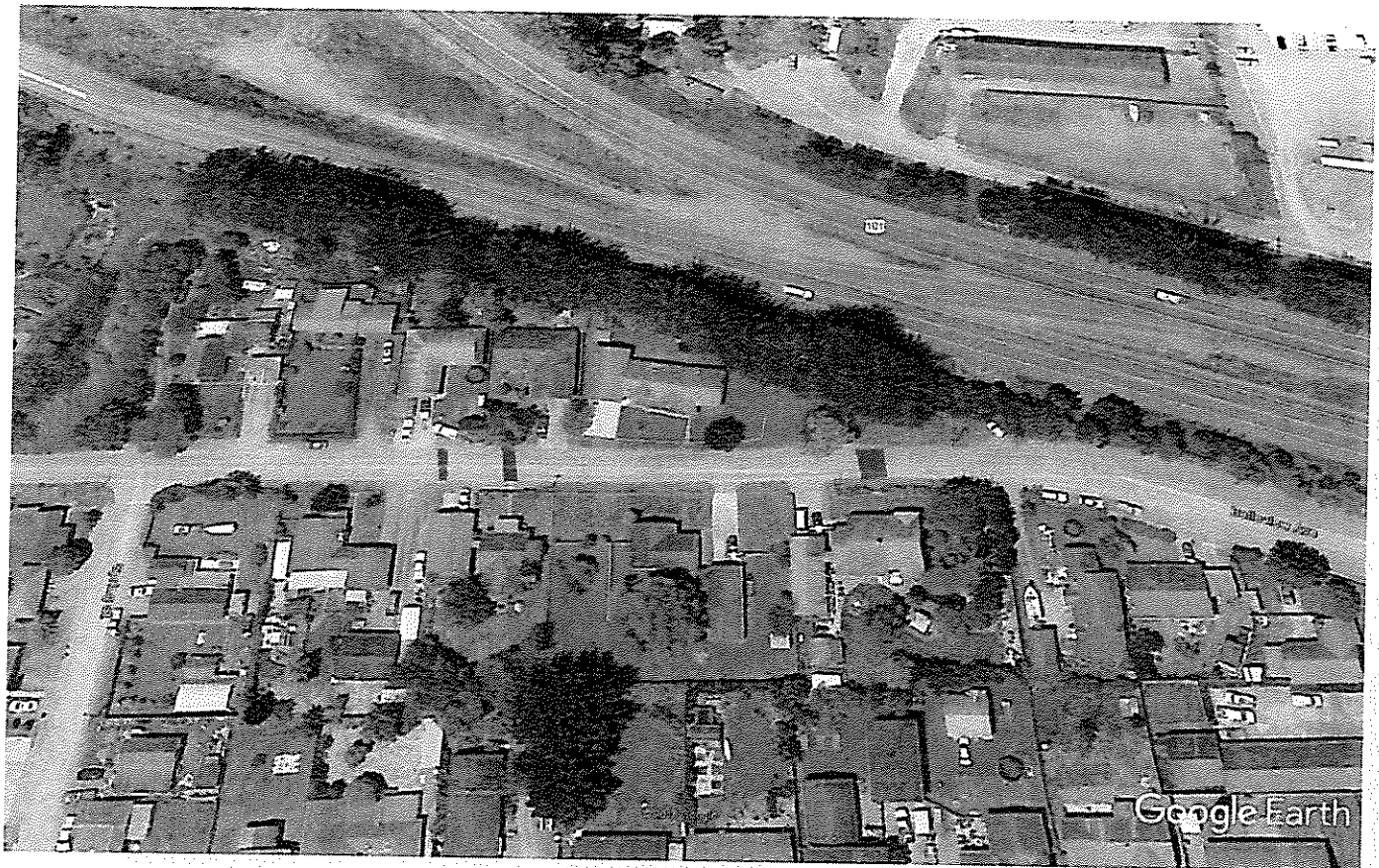
Project Description: Removal and disposal of AC dike. Preparation of area and placement of new AC dike with unobstructed water channel on south side of dike that allows free flow of water from Pacific to Wildwood concrete curb. End result: no water intrusion onto Belleview Avenue.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Belleview	Belleview	Belleview	1	165	165

B. Belleview Avenue Drainage and Curb Replacement

Bid Per Square Foot

Bid Total



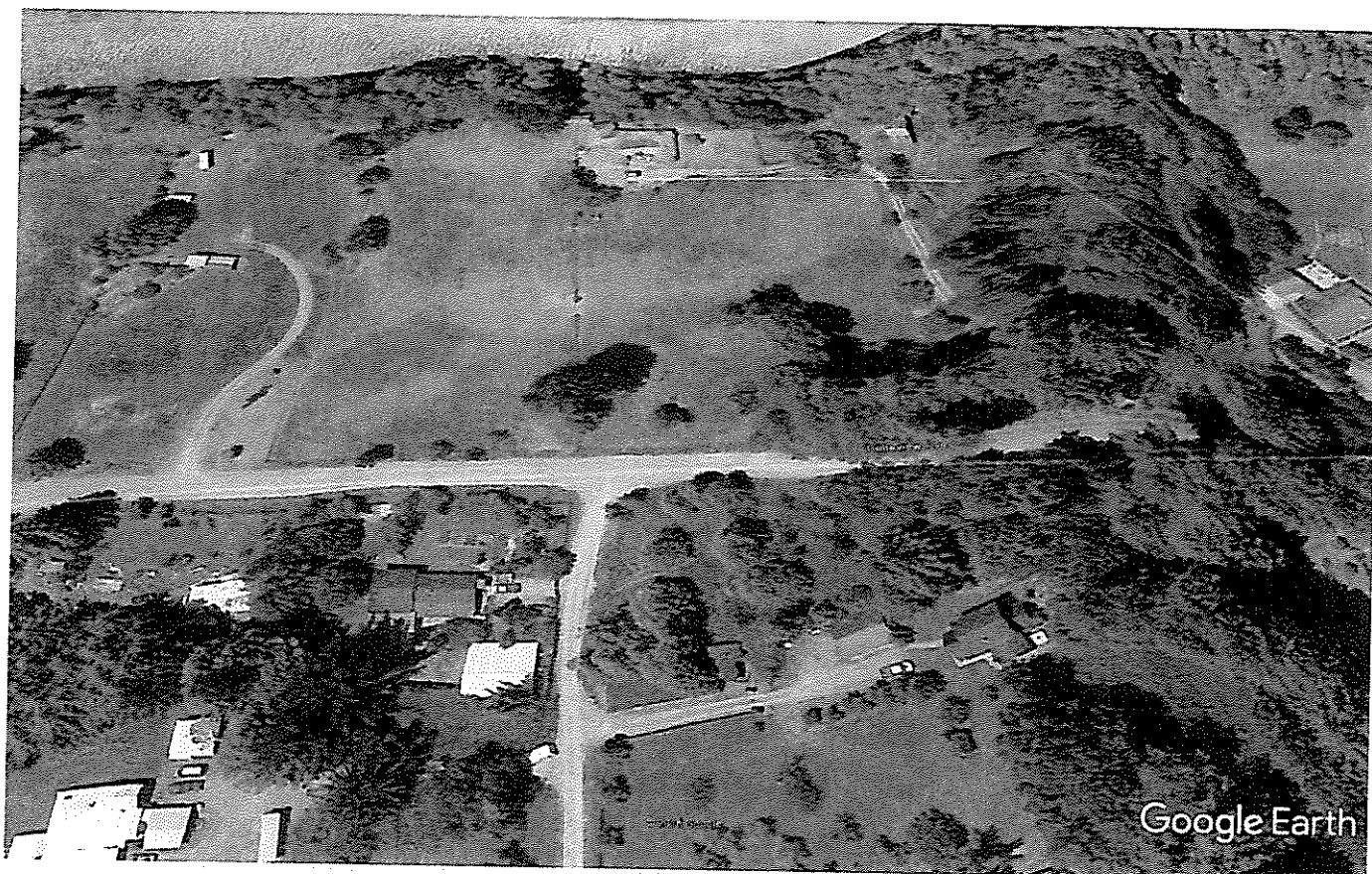
Google Earth



C. Belleview Avenue Spot Repairs

Project Description: Grind out and placement of AC at grade for failed utility repairs.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Belleview	River	Spring	24	7	168
2	Belleview	River	Spring	24	7	168
3	Belleview	River	Spring	24	7	168



Google Earth

feet 300
meters 100

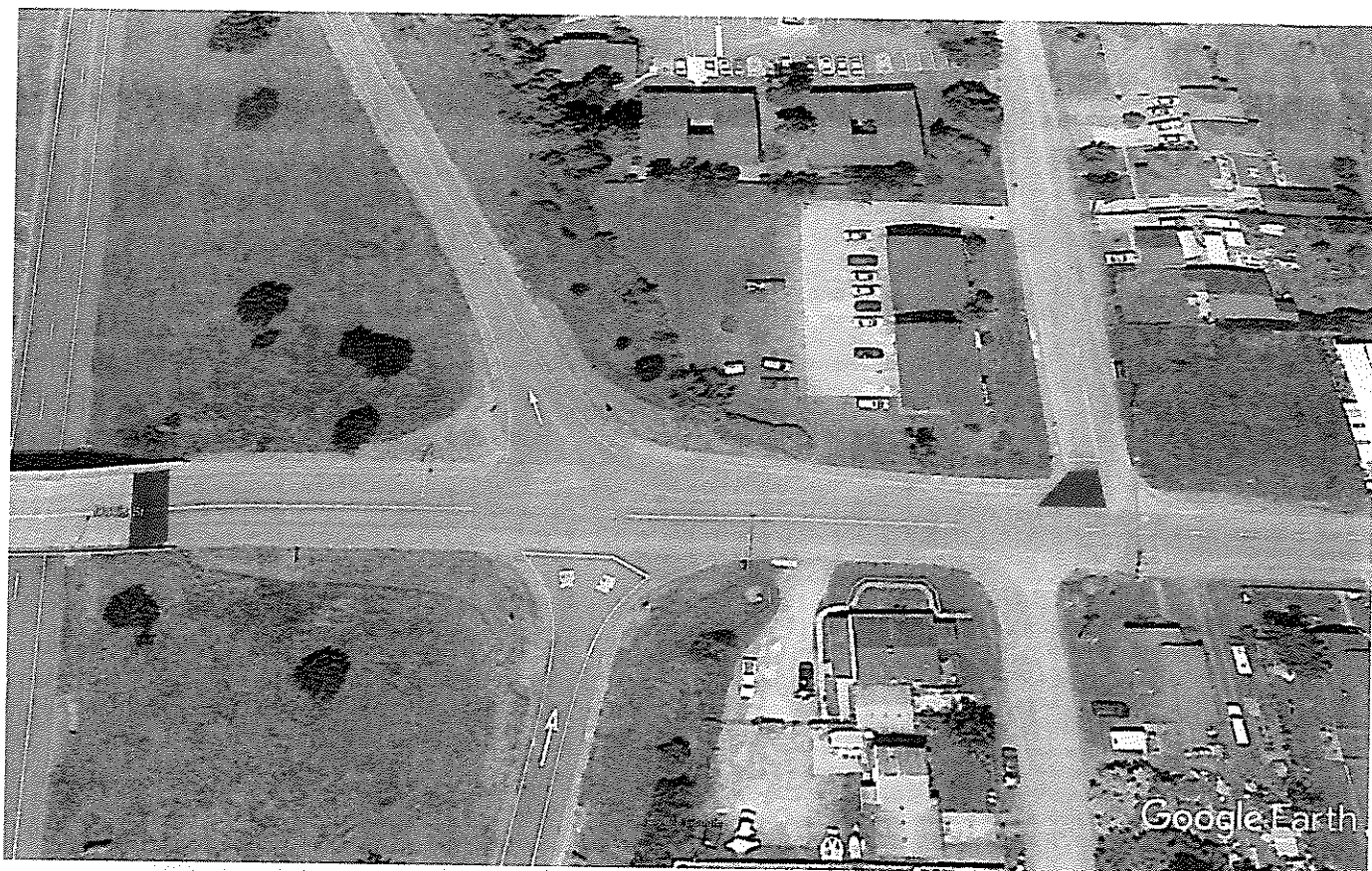


D. Bellevue Avenue and Webster Overlay

Project Description: Roadway damaged from water intrusion from Webster. Project will clean the road to allow an overlay. Pave both lanes over 122 feet with asphalt 2" thick. Creation of an angled water bar at foot of Webster that directs surface runoff northwest to the adjacent swale.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Bellevue	Webster	Webster	24	122	2928
2	Webster	Webster	Webster	28 Apx.		

B. Bellevue Avenue and Webster Overlay



Google Earth

feet
meters



F. Davis Street Preparation for Slurry Seal 1

Project Description: Contractor shall provide estimate for repairs to various below/above grade utility repairs, and/or other repairs in order to prepare the roadway for micro surfacing slurry seal longevity treatment. Bid shall exclude work on Davis & 101 Overpass transition work.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Davis	Rigby	101 Overpass		400	

F. Davis Street Preparation for Slurry Seal 1

Description of work to be performed:

Bid Total



Google Earth



F. Davis Street Preparation for Slurry Seal 2

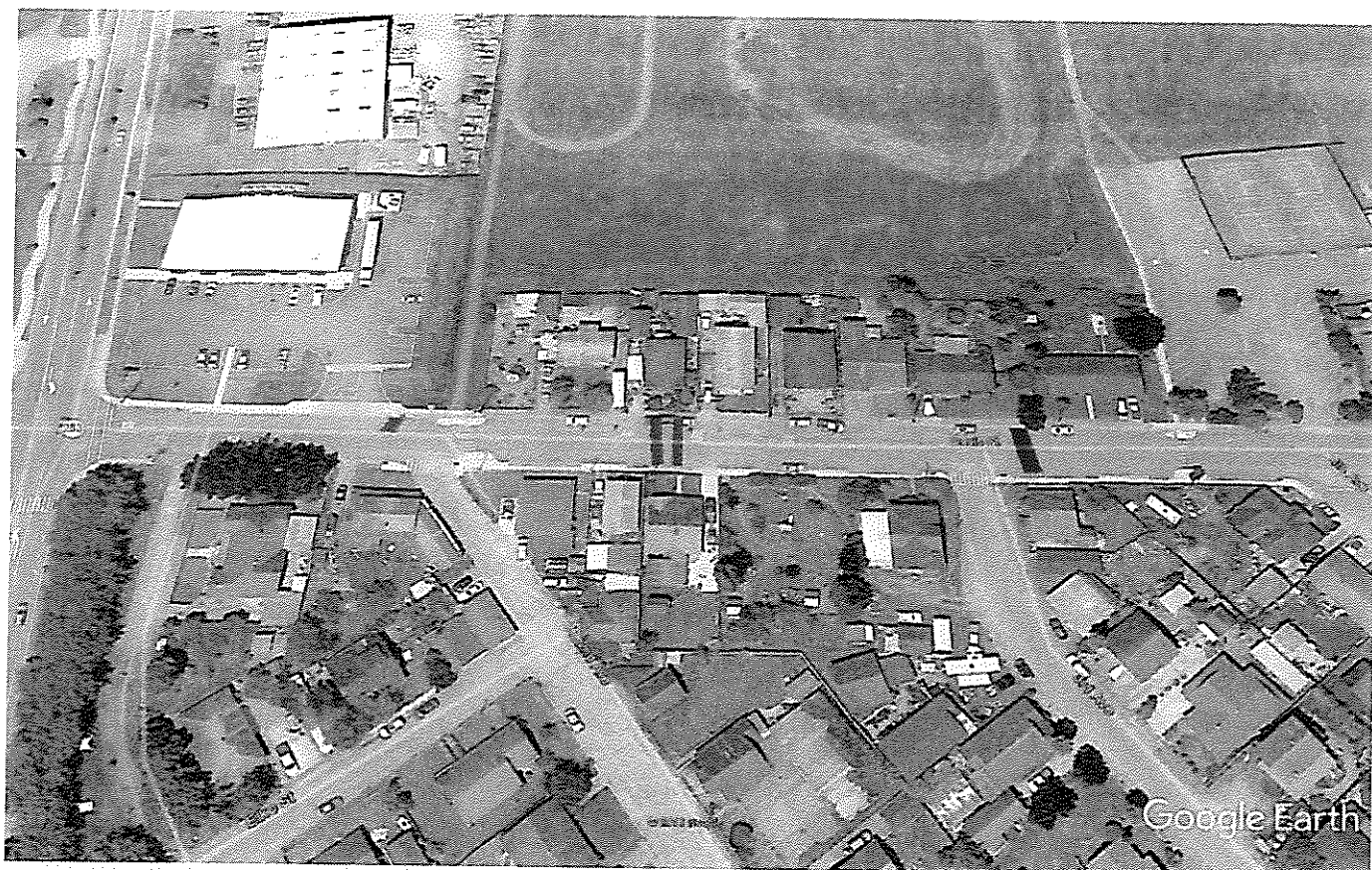
Project Description: Contractor shall provide estimate for repairs to various below/above grade utility repairs, and/or other repairs in order to prepare the roadway for micro surfacing slurry seal longevity treatment. Bid shall exclude work on Davis & 101 Overpass transition work.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Davis	Wildwood	101 Overpass		1800	

F. Davis Street Preparation for Slurry Seal 2

Description of work to be performed:

Bid Total



Google Earth

feet 300
meters 100



F. Davis Street Preparation for Slurry Seal 3

Project Description: Contractor shall provide estimate for repairs to various below/above grade utility repairs, and/or other repairs in order to prepare the roadway for micro surfacing slurry seal longevity treatment.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	West Davis	Wildwood	Pacific		300	

F. Davis Street Preparation for Slurry Seal 3

Description of work to be performed:

Bid Total



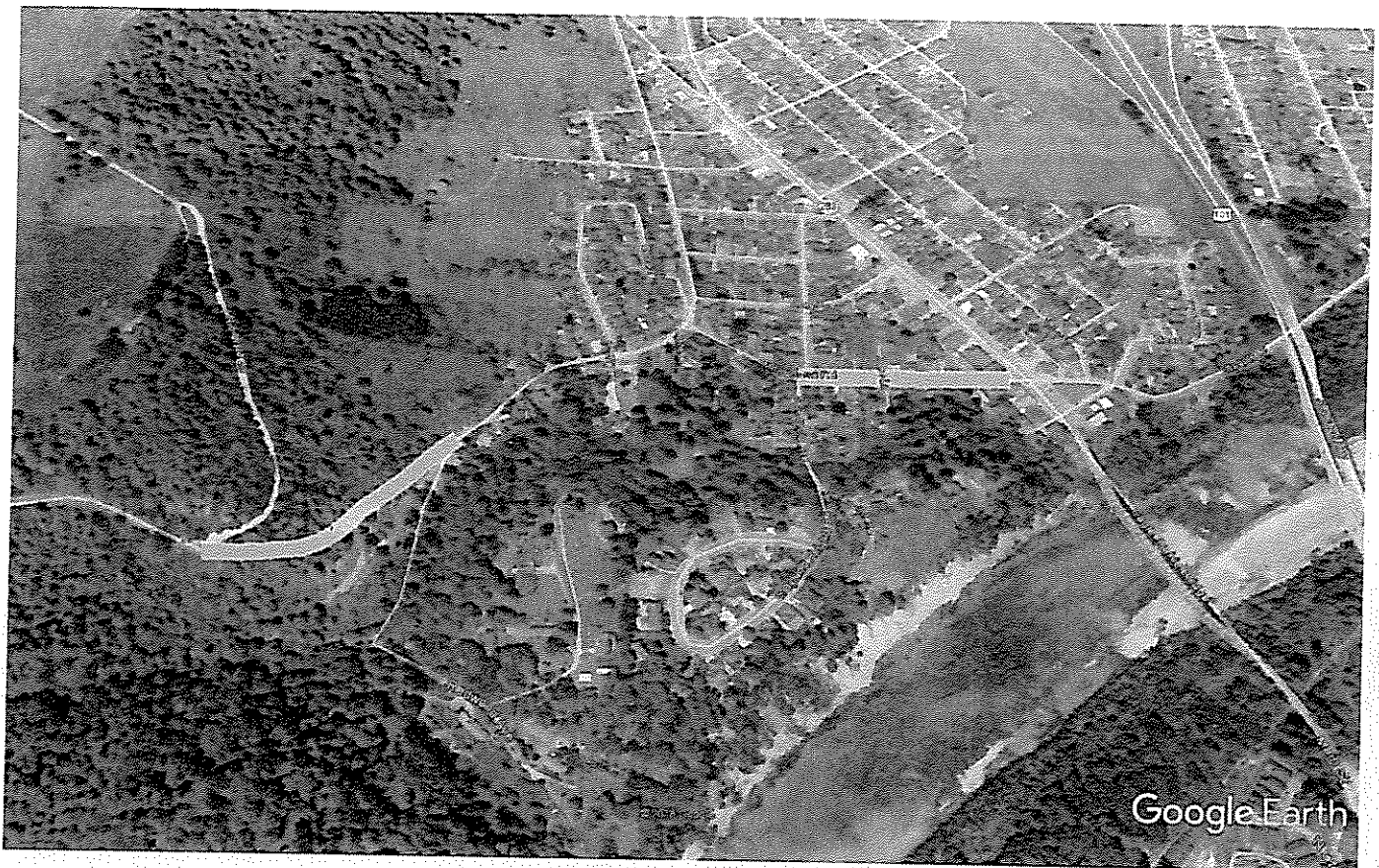
Google Earth

feet
meters

200

80





Google Earth

feet 1000
meters 500



G. Monument Road Crack Sealing 1.

Project Description: Cracks cleaned with compressed air prior to placement of crack sealer along Monument road.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Monument	S. Sequoia	Wildwood		1600	

G. Monument Road Crack Sealing 1.

Bid Per Square Foot

Bid Total

G. Monument Road Crack Sealing 2.

Project Description: Cracks cleaned with compressed air prior to placement of crack sealer along Monument road.

Project #	Street Name	From	To	Width L.F.	Length L.F.	Area L.F.
1	Monument	Rio Vista	Cherry		760	

G. Monument Road Crack Sealing 2.

Bid Per Square Foot

Bid Total

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
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January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Regarding California Public Resources Code § 42700 on the Use of Recycled Materials in Public Works Projects.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive a presentation from Staff
2. Discuss
3. Open and close public comment
4. Take no further action

BACKGROUND AND DISCUSSION

Division 30, Waste Management, of the California Public Resources Code includes requirements that the California Department of Transportation (Caltrans) modify all of their bid specifications involving the purchase of paving materials, base, subbase, pervious backfill to include provisions for use of recycled materials such as recycled asphalt pavement, crushed concrete, crumb rubber from recycled tires, glass and other materials.

The requirements are quite extensive and include targets for how many tons of various materials that Caltrans shall use in their projects as well as developing a means to determine whether use of those materials are cost effective.

Under Section §42704.5, which became effective in 2015, local agencies, such as the City of Rio Dell are required to adopt the standards developed by the Caltrans or to discuss at a regularly scheduled meeting why the standards are not being adopted. A copy of the applicable code section is below:

42704.5. By January 1, 2017, a local agency that has jurisdiction over a street or highway shall do either of the following:

(a) Adopt the standards developed by the Department of Transportation pursuant to Section 42700 for recycled paving materials and for recycled base, subbase, and pervious backfill materials.

(b) Discuss at a regularly scheduled public hearing of the local agency's legislative or other governing body why the standards are not being adopted.

The City does a relatively small number of paving and earthwork projects in any given year and adopting standards that require evaluating the cost effectiveness of use of recycled materials, and completing analyses to determine cost effectiveness of use of recycled materials, would take a significant amount of staff time to analyze and implement.

Currently the City already makes use of recycled materials in a variety of ways and utilizes a small stockpile of recycled asphalt grindings for fill material as needed.

Without standards requiring the use of recycled materials in place, it is left up to the contractors and materials suppliers to determine the most cost effective way to provide materials. Given that the City of Rio Dell is a very small consumer of construction materials, adopting standards for recycled materials would likely not be effective to persuade local suppliers to change their manufacturing processes and incorporate more recycled materials, more than is already being done. Adopting standards would require that the City complete an additional evaluation of cost would also require more staff time and may not yield a significant benefit.


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675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: January 3, 2017

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: December 28, 2016

Subject: River's Edge RV Park Sign Consideration.

Recommendation:

That the City Council:

1. Consider the request from the owner's of the Rivers Edge RV park to place a sign below the "Not a Through Street" sign at the corner of Davis Street and Rigby Avenue; and
2. Approve or deny the request.

Discussion

The City was recently contacted by the owner's of the Rivers Edge RV Park inquiring about the possibility of placing a directional sign below the "Not a Through Street" sign at the corner of Davis Street and Rigby Avenue. Apparently, a number of potential guests of the RV Park see the "Not a Through Street" sign and turn-around, thinking there may not be a turn-around at the end of Davis Street (which there isn't) or not expecting that the RV Park is at the end of the road.

Staff discussed the request with the City's Traffic Specialist (Police Chief) and he felt this request fell outside the purview of the Traffic Committee, in that the sign is not a municipal traffic or directional sign. As such, staff is presenting the owner's request to you Council for consideration.

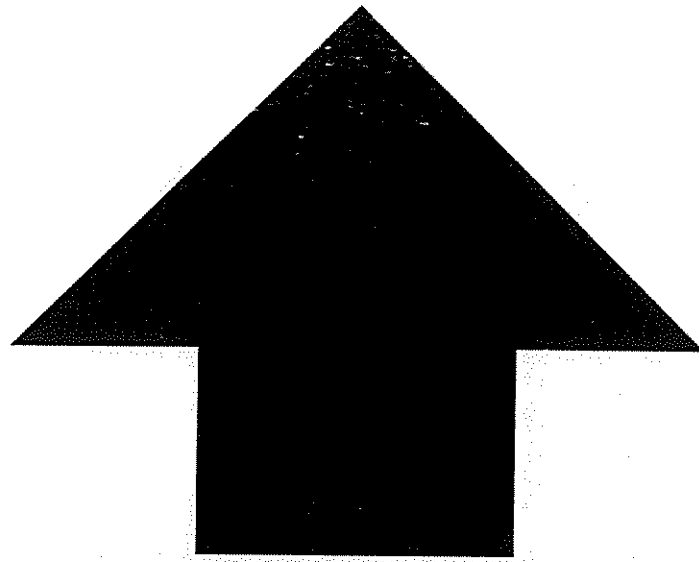
The owner's have had a draft sign prepared. A copy of it is included as Attachment 1. Staff has attempted to overlay the owner's proposed sign below the "Not a Through Street", which is included as Attachment 2. Typical traffic sign range in size from 8 ½" x 14" to 12" x 20". The overlaid sign is approximately 12" x 20". The owner's would be responsible to pay for the cost of installing the sign.

Attachments

Attachment 1: Draft sign.

Attachment 2: Photo of the "Not a Through Street" with the proposed sign.

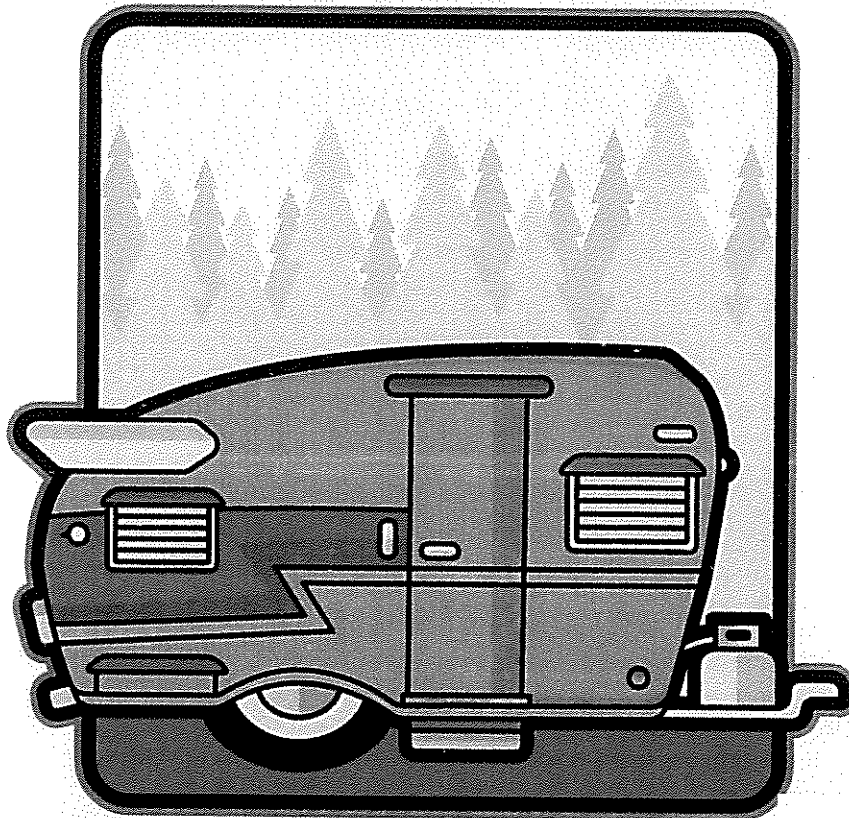
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RIVER'S EDGE

RV PARK

STRAIGHT AHEAD



**Proposed Sign
River's Edge RV Park**



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodelcity.com*



January 3, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Regarding Future Priority Setting Agenda for 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

This is an opportunity for individual Councilmembers to bring to the attention of the full council and staff the priority issues they would like to see addressed over the next year. The Council will also set a date in the future to discuss the prioritization of these issues.


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675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



For Meeting of: January 3, 2017

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: December 27, 2016

Subject: Adoption of the 2016 California Building Codes. Text Amendment Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC).

Recommendation:

That the City Council:

1. Receive staff's report regarding the adoption of the 2016 Building Codes which requires amending Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC); and
2. Open the public hearing, receive public input and deliberate; and
3. Find that the proposed text amendment is consistent and compatible with the General Plan and any implementation programs that may be affected; and
4. Find that the proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA); and
5. Adopt Ordinance No. 352-2016 amending Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC).; and
6. Direct the City Clerk, within 15 days after adoption of the Ordinance, to post an adoption summary of the Ordinance with the names of those City Council members voting for or against, or otherwise voting in at least three (3) public places and to post in the office of the City Clerk a certified copy of the full text of the adopted Ordinance pursuant to Section 36933(a) of the California Government Code.

Background

As reported at the Council meeting of December 6, 2016 the 2016 California Building Codes become effective on January 1, 2017. The specific codes mandated for effectiveness in January 2017 by the State of California are as follows:

- 2016 California Building Code Volumes 1 & 2
- 2016 California Mechanical Code
- 2016 California Plumbing Code
- 2016 California Electrical Code
- 2016 California Existing Buildings Code
- 2016 California Fire Code
- 2016 California Energy Code
- 2016 California Residential Building Code
- 2016 California Green Building Standards Code
- 2016 California Historical Building Code

Included with the adoption of the California Building Standards Code is the 2015 International Property Maintenance Code (IPMC). This model code provides the City authority to abate structures that are imminent hazards to the public in a quick and efficient manner. The model code includes definitions of terms for enforcement, for the integrity of structural elements of buildings, and specific hazards. These definitions are not included in the other standard codes.

Staff is also recommending amending the penalty provisions, Section 15.05.050 of the RDMC. The current penalty for violations of the Building Codes is \$500.00 per day for each violation. The recommended amendment to \$1,000.00 is consistent with the penalty provisions of the Nuisance (Chapter 8 RDMC) and the Zoning (Chapter 17 RDMC) regulations.

Attachments

Attachment 1: Ordinance No. 352-2016 amending Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC).

ORDINANCE NO. 352-2016



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING SECTION 15.05.020 "BUILDING CODES" OF THE RIO DELL MUNICIPAL
CODE (RDMC) TO ADOPT THE 2016 CALIFORNIA BUILDING CODES.**

THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:

WHEREAS the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

WHEREAS every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24); and

WHEREAS through the code adoption process, the CBSC selects and approves a set of model codes; and

WHEREAS inclusive in these regulations are the California Administrative Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building Standards and California Referenced Standards Codes; and

WHEREAS the 2016 Codes become effective on January 1, 2017; however, the specific code addition applicable to a building project is established by the building permit application date; and

WHEREAS therefore, projects submitted for a permit on or after January 1, 2017, must be designed to the 2016 edition of the California Building Standards Code; and

WHEREAS included with the adoption of the 2016 California Building Standards Codes is the adoption of the 2015 International Property Maintenance Code (IPMC); and

WHEREAS the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment under Title 14 of the California Code of Regulations, Section 15061(b)(3). No further environmental review is necessary.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

Section 1.

Section 17.05.020 of the Rio Dell Municipal Code is hereby amended to read in as follows:

(1) The City of Rio Dell hereby incorporates by reference and adopts as its building standards and regulations applicable to all occupancies in the City of Rio Dell each and all of the terms, conditions, regulations, penalties, and provisions of the following codes as from time to time adopted, amended, added, and deleted by regulation of the California State Building Standards Commission:

- (a) California Administrative Code. ~~2013~~ 2016 California Administrative Code (Part 1 of Title 24). ~~Based on the 2012 International Building Code (IBC).~~
- (b) California Building Code. ~~2013~~ 2016 California Building Code (Part 2 of Title 24), including Chapter 1 Division II (administration), and Appendices: A (qualifications), C (agriculture), F (rodent proofing), G (flood resistant), H (signs), I (patio covers), and J (grading). ~~Based on the 2012 International Building Code (IBC).~~
- (c) California Residential Code. ~~2013~~ 2016 California Residential Code (Part 2.5 of Title 24) including Chapter 1 Division II (administration), and Appendices: E (manufactured housing used as dwellings), G (swimming pools, spas, and hot tubs), 1 (existing building and structures), K, (sound transmission), N (venting methods), O (gray water recycling systems), and P (sizing of water piping systems). ~~Based on the 2012 International Residential Code (IRC).~~
- (d) California Electrical Code. ~~2013~~ 2016 California Electrical Code (Part 3 of Title 24). ~~Based on the 2012 National Electrical Code (NEC).~~
- (e) California Mechanical Code. ~~2013~~ 2016 California Mechanical Code (Part 4 of Title 24); including Chapter 1 Division II (administration). ~~Based on the 2012 Uniform Mechanical Code (UMC).~~
- (f) California Plumbing Code. ~~2013~~ 2016 California Plumbing Code (Part 5 of Title 24), including chapter 1 Division 11 (administration). ~~Based on the 2012 Uniform Plumbing Code (UPC).~~
- (g) California Energy Code. ~~2013~~ 2016 California Energy Code (Part 6 of Title 24), including Chapter 1 Division II (administration).
- (h) California Historical Building Code. ~~2013~~ 2016 California Historical Building Code (Part 8 of Title 24) including Chapter 1 Division II (administration).
- (i) California Fire Code. ~~2013~~ 2016 California Fire Code (Part 9 of Title 24), including Chapter 1 Division II (administration). ~~Based on the 2012 International Fire Code (IFC).~~
- (j) California Existing Building Code. ~~2013~~ 2016 California Existing Building Code (Part 10 of Title

24). ~~Based on the 2012 International Existing Building Code (IEBC).~~

(k) California Green Building Standards Code — "CAL Green." ~~2013~~ 2016 California Green Building Standards Code (Part 11 of Title 24) ~~(Tier 1) including Chapter 1 Division II (administration).~~

(l) California Referenced Standards Code. ~~2013~~ 2016 California Referenced Standards Code (Part 12 of Title 24).

(m) 1997 Uniform Housing Code. Published by the International Conference of Building Officials as referenced by the California Department of Housing and Community Development and pursuant to the provisions of Section 17958, 17958.5, 17958.9, and 17959 of the California Health and Safety Code.

(n) 2015 International Property Maintenance Code (IPMC).

(2) The above-mentioned codes, new additions, and amendments thereto shall become effective and operative within the City of Rio Dell 30 days after the date of first publication of the State Building Standards Code by the State Building Standards Commission in the California Code of Regulations, the California Regulatory Notice Register or the California Regulatory Code Supplement.

(3) The above-mentioned codes, new additions, and amendments thereto shall be and hereby are adopted as the Construction Code of the City of Rio Dell for regulating and providing minimum standards for the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, location, design, quality of materials, operation, installation, replacement, and maintenance of all buildings and/or structures; heating, ventilation, cooling, refrigeration systems; electrical systems; plumbing and drainage systems; signs; and solar systems in the City of Rio Dell and providing for the issuance of permits and the collection of fees therefor.

(4) Nothing contained herein shall be construed as prohibiting or limiting the authority of the City of Rio Dell from adopting or establishing more restrictive building standards than provided for in the above-mentioned codes and amendments thereto after making the findings required by Government Code Section 17958.7.

(5) The City shall maintain one current copy of all building standards codes on file. [Ord. 315 § 1 B), 2014; Ord. 286, 2012; Ord. 269 § 1, 2014]

15.05.030 Fees for permits and inspections.

(1) Any person required to obtain a permit hereunder shall at the time of filing an application therefor pay to the City Clerk a deposit for plan review in the amount as set forth in the California Administrative Code referred to in RDMC 15.05.020. Notwithstanding any other

provision of these regulations to the contrary, the City shall collect upon the issuance of any permit the actual cost of the plan review services rendered or the plan review fee as set forth in the California Administrative Code, whichever is greater.

(2) Where work is commenced prior to obtaining a permit, a double fee shall be charged.

(3) For the purpose of determining valuation of any work to be performed hereunder, the City may use the Valuation Data Table published by the International Code Council. The above-mentioned table, new editions, and amendments thereto shall become effective and operative within the City of Rio Dell 30 days after the date of first publication. The City may choose to modify the data published as determined by regional conditions, but will not exceed the costs as published. [Ord. 286, 2012; Ord. 262 § 15.01.030, 2009.]

15.05.040 Person may do own work.

Nothing in this chapter shall be construed as prohibiting any person from doing his own work or employing any person to work on a building or structure to which the provisions of this chapter apply unless otherwise prohibited by law. [Ord. 286, 2012; Ord. 262 § 15.01.040, 2009.]

15.05.050 Penalty.

Any person, firm, or corporation, whether as principal, agent, employee, or otherwise, violating or causing the violation of any part of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than ~~\$500.00~~ **\$1,000.00**. Such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this chapter, or any part hereof, is committed, continued, or permitted by such person, firm, or corporation, and shall be punishable as herein provided. [Ord. 286, 2012; Ord. 262 § 15.01.050, 2009.]

Section 2. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 3. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 4. Effective Date

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on December 6, 2016 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the January 3, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 352-2016 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the January 3, 2017.

Karen Dunham, City Clerk, City of Rio Dell